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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

WILLIAM TONG, et al,

Plaintiffs,

v.

STATE FARM GENERAL  
INSURANCE COMPANY, an Illinois  
corporation, and DOES 1 through 10,

Defendants.

Case No. 2:24-cv-02219-DSF-MAR

DISCOVERY MATTER

**SUPPLEMENTAL  
DECLARATION OF DYLAN  
SCHAFER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ENFORCEMENT OF THE  
COURT'S ORDER COMPELLING  
DISCOVERY RESPONSES AND  
PRODUCTION AND FOR  
SANCTIONS PURSUANT TO  
FEDERAL RULE OF CIVIL  
PROCEDURE 37(b)(2)**

**Motion Date:** March 26, 2025

**Motion Time:** 11:00 a.m.

**Courtroom:** 255 E. Temple St., Los  
Angeles, Courtroom 790, 7th Floor

Discovery Cutoff: 5/12/25

Pre-Trial Conference: 9/8/25

Trial: 10/7/25

1 I, Dylan Schaffer, declare under penalty of perjury as follows:

- 2 1. I am an attorney licensed to practice in California and before this Court. If  
3 called to testify I would do so under penalty of perjury as follows:  
4  
5 2. My firm and I are counsel for Plaintiffs in this matter.  
6 3. On December 20, 2024, the Court entered its order (Dkt. 48) granting in part  
7 and denying in part Plaintiffs' Motion to Compel Production of Documents  
8 and for Further Responses to Requests for Production of Documents.  
9

10 **INITIAL PRODUCTION – JANUARY 16, 2025**  
11

- 12 4. State Farm's initial production, which was not accompanied by any amended  
13 responses or attempt to satisfy Federal Rule of Procedure 34(b)(2)(E)(i),  
14 occurred on January 16, 2025.  
15  
16 5. The 435-page production, Bates Range TONGW346-781, consisted of (a)  
17 training transcripts for the two claims staff involved in the Tongs' claim, and  
18 (b) multiple versions of Operations Guides all but entirely non-responsive to  
19 any request by Plaintiffs in this case, or order of this Court. (*See* Dkt. 55-2,  
20 p.12:13-28.) All pages were marked "Confidential Produced Pursuant to  
21 Protective Order," but Plaintiff does not believe that disclosure of the  
22 category or name of these documents violates the protective order in this  
23 case.  
24  
25 6. Specifically, the production of Operation Guides was as follows:  
26  
27  
28

- a. Supervising First-Party Litigation
- b. Use of Independent Non-Engineering Experts
- c. Use of Engineering Firms
- d. Associate Vendor Manager
- e. State Farm Premier Service Program (SFPSP) Mitigation Services Program (three versions)
- f. SFPSF Flooring (two versions)
- g. SFPSF Contractor Services (two versions)
- h. SFPSF Roofing Services (two versions)
- i. SFPSF Estimate Only Program (two versions)
- j. California Fair Claims Settlement Regulations
- k. Coverage Question Procedures
- l. Statements
- m. First Party Claims Guidelines (two versions)
- n. Personal Property Handling
- o. Documentation of Personal Property Loss
- p. Structural Claim Handling
- q. Appraisal
- r. Water Damage Losses (two versions)
- s. Betterment
- t. Replacement Cost Building
- u. Replacement Cost Personal Property
- v. Deductibles
- w. Claim Applications (two versions)
- x. Additional Coverages (two versions)
- y. Claim Applications – Losses Not Insured (three versions)
- z. Optional Policy Provisions (two versions)
- aa. Fungus, mold, mildew
- bb. Wind/Hail Guidelines (three versions)

7. As of February 17, 2025, State Farm had served no other documents in response to this Court’s order of December 20, 2024, nor had State Farm amended any of its discovery responses to indicate diligent searches and/or production of responsive documents.

**STATE FARM'S CONDUCT AFTER SERVICE OF THIS MOTION**

8. On February 17, 2025, pursuant to the Local Rules, I served the enforcement motion on State Farm's counsel.
9. On February 21, 2015, sixty-three days after this Court's order, and one business day before State Farm was required to serve its portions of the Joint Stipulation, for the first time it served some amended discovery responses and produced two additional sets of documents.
10. **Exhibit A** to this motion is a true and correct copy of State Farm's amended answers to Requests for Production, Set One.
11. **Exhibit B** to this motion is a true and correct copy of State Farm's amended answers to Requests for Production, Set Four.
12. State Farm served two Bates ranges, which are separately referred to in its responses – Bates TONGW2037-4012, which contain State Farm's production of training documents actually provided to the adjuster and supervisor in the Tongs' claim; and Bates TONGW782-2036, which reflect State Farm's production of training and guidelines documents generally available to adjusters in the period of the Tongs' claim.

**PRODUCTION OF GUIDELINES AND TRAINING DOCUMENTS**  
**GENERALLY AVAILABLE TO CLAIMS STAFF AT STATE FARM**  
**(REQUESTS 18, 20, 22, 24, 32, 34, 36, 38).**

13. As the Court will recall, relating to guidelines and training, the heart of the dispute between the parties was whether Plaintiffs are entitled to review not only guidelines and training given to the claims staff involved here, but documents containing training and guidelines generally available to State Farm's claim staff relating to water loss investigation, application of the two policy exclusions at issue here, and additional living expenses (Tongs' Request for Production, Requests 18, 20, 22, 24, 32, 34, 36, 38; *see* Dkt 40-2, pp.84:25 et seq (Joint Stipulation ISO Motion to Compel).

14. In its amended responses to each of these requests, served one court day before its Joint Stipulation portions were due, State Farm did not state that the carrier has searched for and has produced all responsive documents.

15. Rather, the responses each say State Farm has produced "relevant" Operations Guides, Standard Claim Processes, and Jurisdictional References. (*See, e.g.*, Exhibit A, p.6:9-14.)

16. That is the litany State Farm *always* indicates it is producing, and as we have explained, with the exception of the single Operations Guide relating to water claims (75-20), which does not mention the seepage exclusion, and has a single line relating to the "below the surface" exclusion, none of those

1 are responsive to any order of this Court or any request for production by  
2 Plaintiffs. (Dkt. 55-1, pp.22:3-23:20)

3 17. Most importantly, as to the vast category of other responsive documents,  
4 which were the primary focus of Plaintiffs’ motion to compel, in each  
5 amended State Farm does not indicate that it has searched for and produced  
6 all responsive documents, but instead say it is producing “additional  
7 materials *representative of resources available during the relevant*  
8 *timeframe ....*” (See, e.g., Exhibit A, p.6:12-14 (emphasis added.)  
9

10 18.State Farm does not explain how it decided which responsive documents  
11 “representative of resources available” it chose to produce, and which it has  
12 withheld. It does not explain who did the culling, or what filters were  
13 applied. It provides no privilege log or other explanation for the limited  
14 production.  
15

16 19.State Farm indicates in its amended responses that the Bates range reflective  
17 of the “representative” materials is TONGW0000359-  
18 TONGW00002063PROD.  
19

20 20.TONG359-781 had been produced earlier, is addressed in Plaintiffs  
21 Enforcement Motion (Dkt.55-2, pp.11:5-13:2), and above, paragraphs 5-8.  
22

23 21. As we have explained, with the exception of OG 75-20 — which as noted  
24 contains almost nothing of responsive value here — *none* of those  
25 documents are responsive to any order of this Court or request for  
26  
27  
28

documents by Plaintiffs.

22. The same can be said of the rest of the range (TONG782-2036), with even more force.

23. The requests relate to guidelines and training available to claims relating to

- Water loss investigation and adjusting;
- Water loss coverage investigations involving the two exclusions at issue here; and
- Investigation of additional living expense claims.

24. The Bates range identified by State Farm is non-responsive to the requests or the Court's order.

25. In the Bates range it describes in its amended responses, it produced:

- a. Jurisdictional Resources and Standard Claim Processes indices (seven version), without a single reference among them to investigation or coverage issues relating to water losses;
- b. Guidelines relating to claims handling in Colorado (five versions);
- c. Guidelines relating to the handling of boat damage claims (four versions);
- d. Guidelines relating to Accuweather reports;
- e. Guidelines relating to arbitration hearings;
- f. Guidelines relating to caller confirmation processes;
- g. Guidelines relating to child support lien matches;

- h. Guidelines relating to the “common fund doctrine”;
- i. Guidelines relating to domestic violence laws;
- j. Guidelines relating to “garage keepers” insurance;
- k. Guidelines relating to government and other insurance insolvency claims;
- l. Guidelines relating to State Farm’s reliance on vendors for HVAC, roofing, and siding inspections (seven versions);
- m. Guidelines relating to interpretation services;
- n. Guidelines relating to types of litigation;
- o. Guidelines relating to claims involving public adjusters (two versions);
- p. Guidelines relating to restitution claims;
- q. Guidelines relating to returned mail (two versions);
- r. Guidelines relating to hail claim handling (six versions);
- s. Guidelines relating to underwriting review.

26. In the full Bates range State Farm refers to in its amended discovery responses, and produced, which per State Farm includes Operations Guides, Standard Claims Processes, Jurisdictional Resources, and “additional materials *representative of resources available during the relevant timeframe ...*”, covering about 1700 pages, there is a single, non-specific reference to the “seepage and leakage” exclusion, and the one reference to



the “below the surface of the ground” exclusion in OG 75-20.

**PRODUCTION OF GUIDELINES AND TRAINING DOCUMENTS**  
**GIVEN TO THE CLAIMS STAFF AT STATE**  
**FARM (REQUESTS 17, 19, 21, 22, 31, 33, 35, 37).**

27. As relates to requests for documents containing training provided to the claims staff in the Tong loss relating to water loss investigation, application of the two policy exclusions at issue here, and additional living expenses (Requests 17, 19, 21, 23, 31, 33, 35, 37; Dkt. 40-2, pp. 59:11 et seq.), State Farm amended responses omit any statement that it has searched for and produced all responsive documents.

28. Rather, State Farm states that it has produced “documents regarding training that relate to water losses that appear on the training transcript [sic] for Jim Moratto and Gerald Acosta for the period March 3, 2022 to March 19, 2024.” (*See e.g.*, Exhibit A, p.4:19-22.)

29. State Farm then indicates the Bates range reflective of those documents is TONGW00002037PROD-TONGW00004012PROD.

30. In that range, as it had done with its original production, State Farm produced more than a thousand pages non-responsive to this Court’s order or any request by Plaintiffs, including:

- Multiple versions of property policy forms of no relevance to any issue in dispute in this lawsuit;

- Guidelines relating to *non-water* coverage issues;
- Personal property coverage training unrelated to water;
- “Other Structures” coverage training unrelated to water;
- Multiple versions of guidelines relating to State Farm endorsements for extended replacement benefits, code upgrades, and debris removal, none of which relate to water losses;
- Multiple versions of guidelines relating to loss settlement of non-water claims;
- Multiple versions of guidelines relating to “Quality First Contacts” with insureds, none of which address water losses or water loss coverage investigations;
- Multiple versions of guidelines relating to deductibles; and
- Multiple versions of guidelines relating to “loss of rents,” which Plaintiffs did not seek in their claim, and do not seek in this lawsuit.

31. In addition to the many hundreds of non-responsive pages, State Farm produced some of the training reflected on the adjuster’s and supervisor’s training transcripts which relates to investigation of water losses generally, including 29 media files which reflect digital courses taken by the two claims staff in the Tong claim.

32. But the first entry on Mr. Acosta’s training transcript shows he completed a digital course *two days before his denial of the Tong’s claim* called “Investigating Questionable Water Claims.” (TONGW0000346PROD) State Farm omitted that digital course from its production and has yet to produce it or promise to produce it in any of its filings here.

**PRODUCTION OF PERSONNEL FILE MATERIALS**

33. The Court ordered State Farm to produce portions of the personnel files for both claims staff involved in this lawsuit, Acosta and Moratto (Dkt.48, p.12 et seq, re Requests 25-28, 39-42)

34. The Court ordered State Farm to produce the following for both employees:

- Performance reviews including any internal disciplinary actions after January 2023 (Requests 25, 39);
- Metrics used to assess or measure the employees' job performance after January 2023 (Requests 26, 40)
- Goals set for the performance of the employees claims adjusters after January 2020 (Requests 27, 41); and
- Documents describing job performance goals set for Acosta and Moratto from 2023 to present (Requests 28, 42).

30. In its amended response to request 25 (Acosta performance review, Exhibit A, p.17:14-16) and 39 (Moratto performance review, Exhibit A, p.34:22-34) State Farm does not indicate it conducted a diligent search and has produced all responsive documents.

31. Rather, State Farm simply identifies a Bates range TONGW00004013PROD -TONGW00004018PROD.

32. For Acosta (Request 25) the production includes a three-page letter congratulating him on his hiring, and an agreement between State Farm and Acosta that he will maintain his license. There is only one quarterly

1 summary review, from January-March 2023. Given the early January 2023  
2 review, it seems unlikely there have been no additional reviews in the eight  
3 quarters since. Likewise, while I am aware State Farm conducts annual  
4 reviews for its claims staff, State Farm has produced no such annual review  
5 for Mr. Acosta for the years 2023 and 2024.  
6

7 33. For Moratto (Request 39), State Farm produced the same licensing  
8 agreement. That is the complete production. Although he has been on the  
9 claims side for two full years, State Farm produced no performance reviews,  
10 quarterly or otherwise.  
11

12 34. As relates to the six other requests (Requests 26-28, 40-42), as to which the  
13 Court entered its order granting Plaintiffs' motion to compel in December  
14 2024, State Farm's responses, served sixty-three days after this Court  
15 entered its order, are as follows: "State Farm is still gathering documents  
16 responsive to the request and will produce the same once the documents are  
17 available for production." (*See, e.g.*, Exhibit A, p.18:7-9.)  
18

19 35. In its portion of the Joint Stipulation and Supporting Declaration, State  
20 Farm does not refer to these six requests, or indicate its plan for serving  
21 amended responses or producing documents.  
22

23 36. In its Supplemental Memorandum, State Farm informs the Court that it "is  
24 still searching for other documents responsive to Requests 26-28 and 40-42.  
25 These documents, once located ... will be produced in a supplemental  
26  
27  
28

1 production” on some unspecified later date. (Dkt 57, pp.2:27-3:2.)

2 37. In other words, State Farm has yet to commit *any* production date for these  
3 materials.  
4

5 **PRODUCTION OF TEMPLATE LETTERS (REQUEST 44)**

6 38. The Court ordered State Farm to produce template letters relied on by State  
7 Farm in its denials of water loss claims. (Dkt. 48, p.12.) The Court will  
8 recall that both claims employees testified they routinely rely on these  
9 templates and even identified where on the State Farm Intranet the templates  
10 could be found.  
11  
12

13 39. In its amended responses, served sixty-three days after this Court entered its  
14 order, State Farm amended its response as follows: “State Farm is still  
15 gathering documents responsive to the Request and will produce the same  
16 once the documents are available for production.” (*See* Exhibit A, p.38:17-  
17 19.)  
18  
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20 40. In its supplemental memorandum, State Farm assures the Court it will  
21 produce templates responsive to Request 44 by March 17, 2025, after the  
22 deadline for service of the Tongs’ supplemental memorandum.  
23

24 **“WATER INITIATIVE” DOCUMENTS (REQUESTS**  
25 **FOR PRODUCTION 92, 93, 94, 126, 145, 146)**  
26

27 41. Requests 92 and 93 requested documents relating to training of claims staff  
28

1 on the two exclusions at issue here.

2 42. State Farm’s amended responses do not state that the carrier has conducted  
3 diligent searches and is producing all responsive documents.  
4

5 43. Instead, State Farm refers to the Bates ranges set forth above relating to  
6 training provided to the claims staff involved in the Tongs’ claim, and the  
7 “additional materials *representative of resources available during the*  
8 *relevant timeframe ....*” (Exhibit B, pp.20:17-24, 21:26-22:12.)  
9

10 44. Therefore, setting aside the untimely service of these materials, and the  
11 deficient amended responses, State Farm’s responses suffer from all of the  
12 deficiencies described above, ¶¶14-27, and in particular the carrier has failed  
13 to produce any documents responsive to the request.  
14

15 45. The Court granted the Tong’s motion to compel documents pursuant to  
16 Request 94 and 126, seeking “All DOCUMENTS created by or in the  
17 possession of the FIRE CLAIMS DEPARTMENT relating to the WATER  
18 INITIATIVE” (Request 94) and for documents in the same category  
19 described with specificity (Request 126). (Dkt. 40-2, pp.102:26-103:1,  
20 106:22-107:9; Dkt. 48, p.19.)  
21  
22

23 46. Likewise, the Court granted the Tong’s motion to compel documents  
24 pursuant to Requests 145 and 146. (Dkt. 40-2, pp.110:11-16, 111:21-24;  
25 Dkt. 48, p.19.)  
26

27 47. These seek “All DOCUMENTS containing any report or presentation from  
28

1 2010 to present, from any person or entity employed by YOU, or any person  
2 or entity retained by YOU, relating in whole or in part to YOUR  
3 INVESTIGATION and/or ADJUSTING of water losses” (Request 145) and  
4 “All DOCUMENTS containing any report or presentation from  
5 MCKINSEY & COMPANY from 2010 to present relating in whole or in  
6 part to YOUR INVESTIGATION and/or ADJUSTING of water losses.”  
7  
8

9 48. As of the date of this supplemental memorandum, State Farm has neither  
10 sought any stay of the Court’s order, produced a page of responsive  
11 documents, nor amended its discovery responses as to these four requests.  
12

13 49. On February 26, 2025, the Court denied all portions of State Farm’s motion  
14 for review relevant here. (Dkt. 56.)

15 50. State Farm filed its supplemental memorandum in this proceeding on March  
16 3, 2025.  
17

18 51. In its supplemental memorandum, State Farm promised to produce  
19 documents in various other categories on March 17, 2025, *87 days* after this  
20 Court’s order. Those include documents responsive to requests 94, 126, 145  
21 and 146 relating to the Water Initiative and internal and external consulting  
22 reports relating to State Farm’s handling of water losses. (Dkt. 57, p.2:24-  
23 25.)  
24  
25

26 52. But State Farm also puts off even that production in part, informing the  
27 Court that as to documents from 2016 that are responsive to Request 145  
28

1 (relating to internal consulting reports), informing the Court that as with  
2 documents responsive to Requests 26-26, and 40-42, the materials “will be  
3 produced in a supplemental production” on some unspecified later date.  
4  
5 (Dkt. 57, pp.2:27-3:2).

6  
7 Executed this 11th day of March, 2024, at Oakland, California.  
8

9 /s/Dylan Schaffer  
10 Dylan Schaffer  
11 Counsel for Plaintiffs  
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EXHIBIT A

EXHIBIT A

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STATE FARM GENERAL INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

WILLIAM TONG; and MALINEE	)	Case No.: 2:24-cv-02219-DSF
DIBBAYAWAN,	)	
	)	
Plaintiffs,	)	<b>DEFENDANT STATE FARM</b>
	)	<b>GENERAL INSURANCE</b>
vs.	)	<b>COMPANY'S AMENDED</b>
	)	<b>RESPONSES TO PLAINTIFFS'</b>
	)	<b>REQUEST FOR PRODUCTION OF</b>
STATE FARM GENERAL	)	<b>DOCUMENTS, SET ONE</b>
INSURANCE COMPANY; and DOES	)	
1 to 10,	)	
	)	
Defendants.	)	
	)	Complaint filed: March 19, 2024

PROPOUNDING PARTY: Plaintiffs, WILLIAN TONG and MALINEE  
DIBBAYAWAN

RESPONDING PARTY: Defendant, STATE FARM GENERAL  
INSURANCE COMPANY

SET NUMBER: One (1), Amended

**PRELIMINARY STATEMENT**

These amended responses to certain of Plaintiffs' Requests for Production, Set One, are provided pursuant to the Court's December 20, 2024, Order Re: Plaintiffs' Motion to Compel and Defendants' Motion for a Protective Order.

Insofar as they are relevant and do not call for duplicative or privileged information, and subject to the stated objections, State Farm provides these amended responses to the best of its ability. Discovery in this matter has not yet been completed. The amended responses are based upon information that is currently in the possession of State Farm. The amended responses are offered without prejudice to State Farm's right to offer additional information that is subsequently discovered.

**AMENDED RESPONSES TO REQUESTS FOR PRODUCTION**

**OF DOCUMENTS, SET ONE**

**REQUEST FOR PRODUCTION NO. 15:**

Each TRAINING TRANSCRIPT for Gerald Acosta.

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

State Farm objects to this request as vague, ambiguous, and overly broad with respect to the use of the terms "Each TRAINING TRANSCRIPT". State Farm further objects to this request on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were

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trained prior to the date of loss, and which were obsolete on the date of loss, which  
pertain only to other losses, and/or which pertain only to other areas of the country,  
are neither material nor relevant to the matters at issue in this case. Finally, State  
Farm objects to this request to the extent it seeks confidential, proprietary business  
information and/or trade secrets. Plaintiffs have not established that such  
information is necessary to a fair adjudication of this case. Subject to and without  
waiving said objections, and subject to a protective order, State Farm will produce  
the training transcript for Mr. Acosta for the dates of March 3, 2022 to March 19,  
2024.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

State Farm incorporates and restates all Objections to Definitions,  
Objections to Instructions, and all other general and specific objections in its  
original responses. Without waiving any objection, State Farm responds: State  
Farm has produced subject to the protective order entered in this case documents  
identified as TONGW00000346PROD-TONGW00000352PROD.

**REQUEST FOR PRODUCTION NO. 17:**

All DOCUMENTS used in any formal training of Gerald Acosta at any time  
to INVESTIGATE and ADJUST water losses.

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

State Farm objects to this request as vague, ambiguous, and overly broad  
with respect to the use of the terms “All DOCUMENTS used in any formal  
training”. State Farm further objects to this request on the grounds that it is overly  
broad in scope (not limited to materials applicable to the specific insurance claims  
and/or coverages at issue in this litigation; not limited to materials pertinent to the  
claims personnel who adjusted the subject claim), time (not limited to a reasonable  
period of time), and geographic area (not limited to materials applicable to  
California). This request is not reasonably tailored to include only matters relevant  
to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks

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information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving same, and pursuant to a protective order, State Farm will produce materials reflected on Mr. Acosta's training transcript for the period of March 3, 2022 to March 19, 2024.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections in its original responses. Without waiving any objection, State Farm responds: as agreed to by the parties and memorialized in the Magistrate's December 20, 2024, Order, State Farm produces subject to the protective order entered in this case, documents regarding training that relate to water losses that appear on the training transcript for Jim Moratto and Gerald Acosta for the period March 3, 2022 to March 19, 2024. Collectively those documents are identified as TONGW00002037PROD-TONGW00004012PROD. The documents related to training completed by Gerald Acosta are identified in the documents produced subject to the protective order entered in this case as TONGW00000346PROD-TONGW00000352PROD.

**REQUEST FOR PRODUCTION NO. 18:**

All guidelines available to Gerald Acosta at the time of the LOSS to assist him to INVESTIGATE and ADJUST water losses.

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**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

State Farm objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. State Farm objects to the extent this request purports to seek information subject to the attorney-client privilege or work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving the aforementioned objections, State Farm will produce the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order.

For information reflecting the application of claims procedures to Plaintiffs' claim, see the Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm based upon the portion of its Operation Guide that provides instructions on what to retrieve from ECS to generate a Claim File for production outside the ECS environment. State Farm has produced its Claim File for the subject claim (Bates numbers Tong CF 001-244) in reasonably usable format as it does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding information protected by the attorney client

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1 privilege and/or that is work product. State Farm is producing the non-privileged  
2 documents described above and withholding other potentially responsive  
3 documents based on the stated objections.

4 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

5 Subject to and without waiving the aforementioned objections and as agreed  
6 to by the parties and memorialized in the Magistrate's December 20, 2024, Order,  
7 State Farm produced the relevant non-confidential and/or non-trade secret sections  
8 of the Operation Guide applicable and in effect during the relevant timeframe  
9 along with -- subject to the protective order entered in this case -- the relevant  
10 confidential and/or trade secret sections of the Operation Guide applicable and in  
11 effect during the relevant time frame, the Standard Claim Processes and  
12 Jurisdictional References applicable and in effect on the date of loss and additional  
13 materials representative of resources available during the relevant timeframe  
14 subject to the protective order entered in this case. The documents produced

15 subject to the protective order are identified as TONGW00000359PROD-  
16 TONGW00002036PROD.

17 **REQUEST FOR PRODUCTION NO. 19:**

18 All DOCUMENTS used in any formal training of Gerald Acosta to apply  
19 the exclusion in the POLICY which provides: "(8) water or sewage below the  
20 surface of the ground, including water or sewage that exerts pressure on, or seeps  
21 or leaks through a *building structure*, sidewalk, driveway, swimming pool, or  
22 other structure ...."

23 **ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

24 State Farm objects to this request as vague, ambiguous, and overly broad  
25 with respect to the use of the terms "All DOCUMENTS used in any formal  
26 training". State Farm further objects to this request on the grounds that it is overly  
27 broad in scope (not limited to materials applicable to the specific insurance claims  
28 and/or coverages at issue in this litigation; not limited to materials pertinent to the



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claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving said objections, and pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta for the period of March 3, 2022 to March 19, 2024.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections in its original responses.

Without waiving any objection, State Farm responds: as agreed to by the parties and memorialized in the Magistrate's December 20, 2024, Order, State Farm produces subject to the protective order entered in this case, documents regarding training that relate to water losses that appear on the training transcript for Jim Moratto and Gerald Acosta for the period March 3, 2022 to March 19, 2024. Collectively those documents are identified as TONGW00002037PROD-



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1 TONGW00004012PROD. The documents related to training completed by Gerald  
2 Acosta are identified in the documents produced subject to the protective order  
3 entered in this case as TONGW00000346PROD-TONGW00000352PROD.

4 **REQUEST FOR PRODUCTION NO. 20:**

5 All guidelines available to Gerald Acosta at the time of the LOSS to assist  
6 him to apply the exclusion in the POLICY which provides: “(8) water or sewage  
7 below the surface of the ground, including water or sewage that exerts pressure on,  
8 or seeps or leaks through a *building structure*, sidewalk, driveway, swimming  
9 pool, or other structure ....”

10 **ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

11 State Farm objects to this request on the grounds that it is overly broad in  
12 scope (types of claims and insurance coverage), time (not limited by the period of  
13 time when this claim was handled), and geographic area (not limited to California).  
14 This request is not reasonably tailored to include only matters relevant to the issues  
15 involved in this lawsuit and is potentially unduly burdensome; it seeks information  
16 that is neither relevant to the claims or defense of any party nor proportional to the  
17 issues in this case. State Farm’s procedures are intended to provide guidance, but  
18 each claim is handled on its own merits. State Farm objects to the extent this  
19 request purports to seek information subject to the attorney-client privilege or work  
20 product doctrine. Finally, State Farm objects to this request to the extent it seeks  
21 confidential, proprietary business information and/or trade secrets. Plaintiffs have  
22 not established that such information is necessary to a fair adjudication of this case.

23 Subject to and without waiving the aforementioned objections, State Farm  
24 will produce the relevant non-confidential and/or non-trade secret sections of the  
25 Operation Guide applicable and in effect during the relevant timeframe along with  
26 the Standard Claim Processes and Jurisdictional References applicable and in  
27 effect on the date of loss and additional materials representative of resources  
28

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1 available during the relevant timeframe. State Farm will produce the relevant  
2 confidential and/or trade secret sections upon execution of the protective order.  
3 For information reflecting the application of claims procedures to Plaintiffs' claim,  
4 see the Claim File for the claim at issue in this litigation. "Claim File" has a  
5 distinct meaning to State Farm based upon the portion of its Operation Guide that  
6 provides instructions on what to retrieve from ECS to generate a Claim File for  
7 production outside the ECS environment. State Farm has produced its Claim File  
8 for the subject claim (Bates numbers CF Tong 001-244) in reasonably usable  
9 format as it does in the ordinary course of business pursuant to its Operation  
10 Guide. State Farm is withholding information protected by the attorney client  
11 privilege and/or that is work product. State Farm is producing the non-privileged  
12 documents described above and withholding other potentially responsive  
13 documents based on the stated objections.

14 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

15 Subject to and without waiving the aforementioned objections and as agreed  
16 to by the parties and memorialized in the Magistrate's December 20, 2024, Order,  
17 State Farm produced the relevant non-confidential and/or non-trade secret sections  
18 of the Operation Guide applicable and in effect during the relevant timeframe  
19 along with -- subject to the protective order entered in this case -- the relevant  
20 confidential and/or trade secret sections of the Operation Guide applicable and in  
21 effect during the relevant time frame, the Standard Claim Processes and  
22 Jurisdictional References applicable and in effect on the date of loss and additional  
23 materials representative of resources available during the relevant timeframe  
24 subject to the protective order entered in this case. The documents produced  
25 subject to the protective order are identified as TONGW00000359PROD-  
26 TONGW00002036PROD.

27 **REQUEST FOR PRODUCTION NO. 21:**

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All DOCUMENTS used in any formal training of Gerald Acosta to apply the exclusion in the POLICY which provides: “(9) seepage or leakage of water, steam, or sewage that occurs or develops over a period of time: (a) and is: (i) continuous; (ii) repeating; (iii) gradual; (iv) intermittent; (v) slow; or (vi) trickling; and (b) from a: (i) heating, air conditioning, or automatic fire protective sprinkler system; (ii) household appliance; or plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings, or floors.”

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

State Farm objects to this request as vague, ambiguous, and overly broad with respect to the use of the terms “All DOCUMENTS used in any formal training”. State Farm further objects to this request on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. Subject to and without waiving said objections, and

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pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta for the period of March 3, 2022 to March 19, 2024.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections in its original responses. Without waiving any objection, State Farm responds: as agreed to by the parties and memorialized in the Magistrate's December 20, 2024, Order, State Farm produces subject to the protective order entered in this case, documents regarding training that relate to water losses that appear on the training transcript for Jim Moratto and Gerald Acosta for the period March 3, 2022 to March 19, 2024. Collectively those documents are identified as TONGW00002037PROD-TONGW00004012PROD. The documents related to training completed by Gerald Acosta are identified in the documents produced subject to the protective order entered in this case as TONGW00000346PROD-TONGW00000352PROD.

**REQUEST FOR PRODUCTION NO. 22:**

All guidelines available to Gerald Acosta at the time of the LOSS to assist him to apply the exclusion in the POLICY which provides: ""(9) seepage or leakage of water, steam, or sewage that occurs or develops over a period of time: (a) and is: (i) continuous; (ii) repeating; (iii) gradual; (iv) intermittent; (v) slow; or (vi) trickling; and (b) from a: (i) heating, air conditioning, or automatic fire protective sprinkler system; (ii) household appliance; or (iii) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings, or floors."

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 22:**

State Farm objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California).

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This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. State Farm objects to the extent this request purports to seek information subject to the attorney-client privilege or work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving the aforementioned objections, State Farm will produce the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order.

For information reflecting the application of claims procedures to Plaintiffs' claim, see the Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm based upon the portion of its Operation Guide that provides instructions on what to retrieve from ECS to generate a Claim File for production outside the ECS environment. State Farm has produced its Claim File for the subject claim (Bates numbers Tong CF 001-244) in reasonably usable format as it does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding information protected by the attorney client privilege and/or that is work product. State Farm is producing the non-privileged documents described above and withholding other potentially responsive documents based on the stated objections.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 22:**

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1 Subject to and without waiving the aforementioned objections and as agreed  
2 to by the parties and memorialized in the Magistrate’s December 20, 2024, Order,  
3 State Farm produced the relevant non-confidential and/or non-trade secret sections  
4 of the Operation Guide applicable and in effect during the relevant timeframe  
5 along with -- subject to the protective order entered in this case – the relevant  
6 confidential and/or trade secret sections of the Operation Guide applicable and in  
7 effect during the relevant time frame, the Standard Claim Processes and  
8 Jurisdictional References applicable and in effect on the date of loss and additional  
9 materials representative of resources available during the relevant timeframe  
10 subject to the protective order entered in this case. The documents produced  
11 subject to the protective order are identified as TONGW00000359PROD-  
12 TONGW00002036PROD.

13 **REQUEST FOR PRODUCTION NO. 23:**

14 All DOCUMENTS used in any formal training of Gerald Acosta at any time  
15 to INVESTIGATE and ADJUST loss of use and/or additional living expense  
16 claims.

17 **ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 23:**

18 State Farm objects to this request as vague, ambiguous, and overly broad  
19 with respect to the use of the terms “All DOCUMENTS used in any formal  
20 training”. State Farm further objects to this request on the grounds that it is overly  
21 broad in scope (not limited to materials applicable to the specific insurance claims  
22 and/or coverages at issue in this litigation; not limited to materials pertinent to the  
23 claims personnel who adjusted the subject claim), time (not limited to a reasonable  
24 period of time), and geographic area (not limited to materials applicable to  
25 California). This request is not reasonably tailored to include only matters relevant  
26 to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks  
27 information that is neither relevant to the claims or defense of any party nor  
28 proportional to the issues in this case. State Farm’s procedures are intended to



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provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. Subject to and without waiving said objections, and pursuant to a protective order, State Farm will produce training related to ALE that appear on the training transcript for Gerald Acosta for the period of March 3, 2022 to March 19, 2024.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 23:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections in its original responses.

Without waiving any objection, State Farm responds: as agreed to by the parties and memorialized in the Magistrate's December 20, 2024, Order, State Farm produces subject to the protective order entered in this case, documents regarding training that relate to loss of use and additional living expenses that appear on the training transcript for Jim Moratto and Gerald Acosta for the period March 3, 2022 to March 19, 2024. Collectively those documents are identified as TONGW00002037PROD- TONGW00004012PROD. The documents related to training completed by Gerald Acosta are identified in the documents produced subject to the protective order entered in this case as TONGW00000346PROD- TONGW00000352PROD.

**REQUEST FOR PRODUCTION NO. 24:**

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1 All guidelines available to Gerald Acosta at the time of the LOSS to assist  
2 him to INVESTIGATE and ADJUST loss of use and/or additional living expense  
3 claims.

4 **ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 24:**

5 State Farm objects to this request on the grounds that it is overly broad in  
6 scope (types of claims and insurance coverage), time (not limited by the period of  
7 time when this claim was handled), and geographic area (not limited to California).  
8 This request is not reasonably tailored to include only matters relevant to the issues  
9 involved in this lawsuit and is potentially unduly burdensome; it seeks information  
10 that is neither relevant to the claims or defense of any party nor proportional to the  
11 issues in this case. State Farm's procedures are intended to provide guidance, but  
12 each claim is handled on its own merits. State Farm objects to the extent this  
13 request purports to seek information subject to the attorney-client privilege or work  
14 product doctrine. Finally, State Farm objects to this request to the extent it seeks  
15 confidential, proprietary business information and/or trade secrets. Plaintiffs have  
16 not established that such information is necessary to a fair adjudication of this case.

17 Subject to and without waiving the aforementioned objections, State Farm  
18 will produce the relevant non-confidential and/or non-trade secret sections of the  
19 Operation Guide applicable and in effect during the relevant timeframe along with  
20 the Standard Claim Processes and Jurisdictional References applicable and in  
21 effect on the date of loss and additional materials representative of resources  
22 available during the relevant timeframe. State Farm will produce the relevant  
23 confidential and/or trade secret sections upon execution of the protective order.

24 For information reflecting the application of claims procedures to Plaintiffs'  
25 claim, see the Claim File for the claim at issue in this litigation. "Claim File" has a  
26 distinct meaning to State Farm based upon the portion of its Operation Guide that  
27 provides instructions on what to retrieve from ECS to generate a Claim File for  
28 production outside the ECS environment. State Farm has produced its Claim File



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for the subject claim (Bates numbers Tong CF 001-244) in reasonably usable format as it does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding information protected by the attorney client privilege and/or that is work product. State Farm is producing the non-privileged documents described above and withholding other potentially responsive documents based on the stated objections.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 24:**

Subject to and without waiving the aforementioned objections and as agreed to by the parties and memorialized in the Magistrate's December 20, 2024, Order, State Farm produced the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with -- subject to the protective order entered in this case -- the relevant confidential and/or trade secret sections of the Operation Guide applicable and in effect during the relevant time frame, the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe subject to the protective order entered in this case. The documents produced subject to the protective order are identified as TONGW00000359PROD-TONGW00002036PROD.

**REQUEST FOR PRODUCTION NO. 25:**

YOUR PERFORMANCE REVIEW of Gerald Acosta including but not limited to any internal disciplinary actions or threatened internal disciplinary actions, from January 1, 2023, to the date of production.

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 25:**

State Farm objects to this request on the grounds that it is overbroad in scope (not limited in terms of scope of employment or assignment; not limited to materials pertinent to the specific insurance claims and/or coverages at issue in this litigation) and time (not limited to a reasonable period of time). This request is not

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1 reasonably tailored to include only matters relevant to the issues involved in this  
2 lawsuit; it seeks information that is neither relevant to the claims or defense of any  
3 party nor proportional to the issues in this case. This type of inquiry goes beyond  
4 what is needed to address the claims and defenses at issue; it is not likely to assist  
5 in the resolution of this this case, and therefore any burden to State Farm would be  
6 disproportionate to the scope of the matter. State Farm further objects to this  
7 request because it unduly invades the privacy of its employees and is broad enough  
8 to potentially implicate information that is confidential, proprietary business  
9 information. Plaintiffs have not established that such information is necessary to a  
10 fair adjudication of this case.

11 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 25:**

12 State Farm incorporates and restates all Objections to Definitions,  
13 Objections to Instructions, and all other general and specific objections s in its  
14 original responses. Without waiving any objection, State Farm responds: State  
15 Farm produces subject to the protective order entered in this case documents  
16 identified as TONGW00004013PROD- TONGW00004018PROD.

17 **REQUEST FOR PRODUCTION NO. 26:**

18 DOCUMENTS describing YOUR metrics used to assess or measure job  
19 performance of Gerald Acosta from January 1, 2023, to the date of production.

20 **ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 26:**

21 State Farm objects to this request as vague and ambiguous as stated,  
22 specifically with respect to the use of the terms “DOCUMENTS describing” and  
23 “metrics used to assess or measure job performance” Further, this request is also  
24 overbroad in scope (not limited to the employees who actually handled the subject  
25 claim) and time (not limited to a reasonable period of time). This request is not  
26 reasonably tailored to include only matters relevant to the issues involved in this  
27 lawsuit and is potentially unduly burdensome; it seeks information that is neither  
28 relevant to the claims or defense of any party nor proportional to the issues in this

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case. State Farm further objects to this request to the extent it calls for confidential, proprietary business information. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 26:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections stated in its original responses. Without waiving any objection, State Farm responds: State Farm is still gathering documents responsive to the Request and will produce the same once the documents are available for production.

**REQUEST FOR PRODUCTION NO. 27:**

DOCUMENTS describing goals set for the job performance for first-party homeowners' property claims adjusters such as Gerald Acosta from January 1, 2020, to the date of production.

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 27:**

State Farm objects to this request as vague and ambiguous as stated, specifically with respect to the use of the terms "DOCUMENTS describing goals", "job performance", and "first-party homeowners' property claims adjusters". Further, this request is also overbroad in scope (not limited to the employees who actually handled the subject claim) and time (not limited to a reasonable period of time). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm further objects to this request to the extent it calls for confidential, proprietary business information. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 27:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections stated in its

original responses. Without waiving any objection, State Farm responds: State Farm is still gathering documents responsive to the Request and will produce the same once the documents are available for production.

**REQUEST FOR PRODUCTION NO. 28:**

DOCUMENTS describing specific goals set for Gerald Acosta from January 1, 2023, to the date of production.

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 28:**

State Farm objects to this request as vague and ambiguous as stated, specifically with respect to the use of the terms “DOCUMENTS describing specific goals” Further, this request is also overbroad in scope (not limited to the employees who actually handled the subject claim) and time (not limited to a reasonable period of time). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm further objects to this request to the extent it calls for confidential, proprietary business information. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 28:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections stated in its original responses. Without waiving any objection, State Farm responds: State Farm is still gathering documents responsive to the Request and will produce the same once the documents are available for production.

**REQUEST FOR PRODUCTION NO. 29:**

Each TRAINING TRANSCRIPT for Jim Moratto.

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

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State Farm objects to this request as vague, ambiguous, and overly broad with respect to the use of the terms “Each TRAINING TRANSCRIPT”. State Farm further objects to this request on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. Subject to and without waiving said objections, and pursuant to a protective order, State Farm will produce the training transcript for Jim Moratto for the period of March 3, 2022 to March 19, 2024.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections stated in its original responses. Without waiving any objection, State Farm responds: State Farm has produced subject to the protective order entered in this case documents identified as TONGW00000353PROD-TONGW00000358PROD.

**REQUEST FOR PRODUCTION NO. 31:**

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1 All DOCUMENTS used in any formal training of Jim Moratto at any time to  
2 INVESTIGATE and ADJUST water losses.

3 **ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

4 State Farm objects to this request as vague, ambiguous, and overly broad  
5 with respect to the use of the terms “All DOCUMENTS used in any formal  
6 training”. State Farm further objects to this request on the grounds that it is overly  
7 broad in scope (not limited to materials applicable to the specific insurance claims  
8 and/or coverages at issue in this litigation; not limited to materials pertinent to the  
9 claims personnel who adjusted the subject claim), time (not limited to a reasonable  
10 period of time), and geographic area (not limited to materials applicable to  
11 California). This request is not reasonably tailored to include only matters relevant  
12 to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks  
13 information that is neither relevant to the claims or defense of any party nor  
14 proportional to the issues in this case. State Farm’s procedures are intended to  
15 provide guidance, but each claim is handled on its own merits. Moreover, materials  
16 on which individuals were trained prior to the date of loss, and which were  
17 obsolete on the date of loss, which pertain only to other losses, and/or which  
18 pertain only to other areas of the country, are neither material nor relevant to the  
19 matters at issue in this case. Finally, State Farm objects to this request to the extent  
20 it seeks confidential, proprietary business information and/or trade secrets.  
21 Plaintiffs have not established that such information is necessary to a fair  
22 adjudication of this case. Subject to and without waiving said objections, and  
23 pursuant to a protective order, State Farm will produce training related to water  
24 losses that appear on the training transcript for Jim Moratto for the period of March  
25 3, 2022 to March 19, 2024.

26 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

27 State Farm incorporates and restates all Objections to Definitions,  
28 Objections to Instructions, and all other general and specific objections stated in its



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original responses. Without waiving any objection, State Farm responds: as agreed to by the parties and memorialized in the Magistrate's December 20, 2024, Order, State Farm produces subject to the protective order entered in this case, documents regarding training that relate to water losses that appear on the training transcript for Jim Moratto and Gerald Acosta for the period March 3, 2022 to March 19, 2024. Collectively those documents are identified as TONGW00002037PROD-TONGW00004012PROD. The documents related to training completed by Jim Moratto are identified in the documents produced subject to the protective order entered in this case as TONGW00000353PROD-TONGW00000358PROD.

**REQUEST FOR PRODUCTION NO. 32:**

All guidelines available to Jim Moratto at the time of the LOSS to assist him to INVESTIGATE and ADJUST water losses.

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 32:**

State Farm objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. State Farm objects to the extent this request purports to seek information subject to the attorney-client privilege or work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving the aforementioned objections, State Farm will produce the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with

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1 the Standard Claim Processes and Jurisdictional References applicable and in  
2 effect on the date of loss and additional materials representative of resources  
3 available during the relevant timeframe. State Farm will produce the relevant  
4 confidential and/or trade secret sections upon execution of the protective order.

5 For information reflecting the application of claims procedures to Plaintiffs'  
6 claim, see the Claim File for the claim at issue in this litigation. "Claim File" has a  
7 distinct meaning to State Farm based upon the portion of its Operation Guide that  
8 provides instructions on what to retrieve from ECS to generate a Claim File for  
9 production outside the ECS environment. State Farm has produced its Claim File  
10 for the subject claim (Bates numbers Tong CF 001-244) in reasonably usable  
11 format as it does in the ordinary course of business pursuant to its Operation  
12 Guide. State Farm is withholding information protected by the attorney client  
13 privilege and/or that is work product. State Farm is producing the non-privileged  
14 documents described above and withholding other potentially responsive  
15 documents based on the stated objections.

16 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 32:**

17 Subject to and without waiving the aforementioned objections and as agreed  
18 to by the parties and memorialized in the Magistrate's December 20, 2024, Order,  
19 State Farm produced the relevant non-confidential and/or non-trade secret sections  
20 of the Operation Guide applicable and in effect during the relevant timeframe  
21 along with -- subject to the protective order entered in this case -- the relevant  
22 confidential and/or trade secret sections of the Operation Guide applicable and in  
23 effect during the relevant time frame, the Standard Claim Processes and  
24 Jurisdictional References applicable and in effect on the date of loss and additional  
25 materials representative of resources available during the relevant timeframe  
26 subject to the protective order entered in this case. The documents produced  
27 subject to the protective order are identified as TONGW00000359PROD-  
28 TONGW00002036PROD.



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**REQUEST FOR PRODUCTION NO. 33:**

All DOCUMENTS used in any formal training of Jim Moratto to apply the exclusion in the POLICY which provides: “(8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a *building structure*, sidewalk, driveway, swimming pool, or other structure ....”

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 33:**

State Farm objects to this request as vague, ambiguous, and overly broad with respect to the use of the terms “All DOCUMENTS used in any formal training”. State Farm further objects to this request on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. Subject to and without waiving said objections, and pursuant to a protective order, State Farm will produce training related to water

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1 losses that appear on the training transcript for Jim Moratto for the period of March  
2 3, 2022 to March 19, 2024.

3 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 33:**

4 State Farm incorporates and restates all Objections to Definitions,  
5 Objections to Instructions, and all other general and specific objections stated in its  
6 original responses. Without waiving any objection, State Farm responds: as agreed  
7 to by the parties and memorialized in the Magistrate's December 20, 2024, Order,  
8 State Farm produces subject to the protective order entered in this case, documents  
9 regarding training that appears on the training transcript for Jim Moratto and  
10 Gerald Acosta for the period March 3, 2022 to March 19, 2024. Collectively those  
11 documents are identified as TONGW00002037PROD- TONGW00004012PROD.  
12 The documents related to training completed by Jim Moratto are identified in the  
13 documents produced subject to the protective order entered in this case as  
14 TONGW00000353PROD-TONGW00000358PROD.

15 **REQUEST FOR PRODUCTION NO. 34:**

16 All guidelines available to Jim Moratto at the time of the LOSS to assist him  
17 to apply the exclusion in the POLICY which provides: "(8) water or sewage below  
18 the surface of the ground, including water or sewage that exerts pressure on, or  
19 seeps or leaks through a *building structure*, sidewalk, driveway, swimming pool,  
20 or other structure ...."

21 **ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

22 State Farm objects to this request on the grounds that it is overly broad in  
23 scope (types of claims and insurance coverage), time (not limited by the period of  
24 time when this claim was handled), and geographic area (not limited to California).  
25 This request is not reasonably tailored to include only matters relevant to the issues  
26 involved in this lawsuit and is potentially unduly burdensome; it seeks information  
27 that is neither relevant to the claims or defense of any party nor proportional to the  
28 issues in this case. State Farm's procedures are intended to provide guidance, but

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1 each claim is handled on its own merits. State Farm objects to the extent this  
2 request purports to seek information subject to the attorney-client privilege or work  
3 product doctrine. Finally, State Farm objects to this request to the extent it seeks  
4 confidential, proprietary business information and/or trade secrets. Plaintiffs have  
5 not established that such information is necessary to a fair adjudication of this case.

6 Subject to and without waiving the aforementioned objections, State Farm  
7 will produce the relevant non-confidential and/or non-trade secret sections of the  
8 Operation Guide applicable and in effect during the relevant timeframe along with  
9 the Standard Claim Processes and Jurisdictional References applicable and in  
10 effect on the date of loss and additional materials representative of resources  
11 available during the relevant timeframe. State Farm will produce the relevant  
12 confidential and/or trade secret sections upon execution of the protective order.

13 For information reflecting the application of claims procedures to Plaintiffs'  
14 claim, see the Claim File for the claim at issue in this litigation. "Claim File" has a  
15 distinct meaning to State Farm based upon the portion of its Operation Guide that  
16 provides instructions on what to retrieve from ECS to generate a Claim File for  
17 production outside the ECS environment. State Farm has produced its Claim File  
18 for the subject claim (Bates numbers Tong CF 001-244) in reasonably usable  
19 format as it does in the ordinary course of business pursuant to its Operation  
20 Guide. State Farm is withholding information protected by the attorney client  
21 privilege and/or that is work product. State Farm is producing the non-privileged  
22 documents described above and withholding other potentially responsive  
23 documents based on the stated objections.

24 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

25 Subject to and without waiving the aforementioned objections and as agreed  
26 to by the parties and memorialized in the Magistrate's December 20, 2024, Order,  
27 State Farm produced the relevant non-confidential and/or non-trade secret sections  
28 of the Operation Guide applicable and in effect during the relevant timeframe

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1 along with -- subject to the protective order entered in this case – the relevant  
2 confidential and/or trade secret sections of the Operation Guide applicable and in  
3 effect during the relevant time frame, the Standard Claim Processes and  
4 Jurisdictional References applicable and in effect on the date of loss and additional  
5 materials representative of resources available during the relevant timeframe  
6 subject to the protective order entered in this case. The documents produced  
7 subject to the protective order are identified as TONGW00000359PROD-  
8 TONGW00002036PROD.

9 **REQUEST FOR PRODUCTION NO. 35:**

10 All DOCUMENTS used in any formal training of Jim Moratto to apply the  
11 exclusion in the POLICY which provides: “(9) seepage or leakage of water, steam,  
12 or sewage that occurs or develops over a period of time: (a) and is: (i) continuous;  
13 (ii) repeating; (iii) gradual; (iv) intermittent; (v) slow; or (vi) trickling; and (b)  
14 from a: (i) heating, air conditioning, or automatic fire protective sprinkler system;  
15 (ii) household appliance; or plumbing system, including from, within or around  
16 any shower stall, shower bath, tub installation, or other plumbing fixture, including  
17 their walls, ceilings, or floors.”

18 **ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 35:**

19 State Farm objects to this request as vague, ambiguous, and overly broad  
20 with respect to the use of the terms “All DOCUMENTS used in any formal  
21 training”. State Farm further objects to this request on the grounds that it is overly  
22 broad in scope (not limited to materials applicable to the specific insurance claims  
23 and/or coverages at issue in this litigation; not limited to materials pertinent to the  
24 claims personnel who adjusted the subject claim), time (not limited to a reasonable  
25 period of time), and geographic area (not limited to materials applicable to  
26 California). This request is not reasonably tailored to include only matters relevant  
27 to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks  
28 information that is neither relevant to the claims or defense of any party nor

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proportional to the issues in this case. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. Subject to and without waiving said objections, and pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Jim Moratto for the period of March 3, 2022 to March 19, 2024.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 35:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections stated in its original responses. Without waiving any objection, State Farm responds: as agreed to by the parties and memorialized in the Magistrate's December 20, 2024, Order, State Farm produces subject to the protective order entered in this case, documents regarding training that relate to water losses that appear on the training transcript for Jim Moratto and Gerald Acosta for the period March 3, 2022 to March 19, 2024. Collectively those documents are identified as TONGW00002037PROD-TONGW00004012PROD. The documents related to training completed by Jim Moratto are identified in the documents produced subject to the protective order entered in this case as TONGW00000353PROD-TONGW00000358PROD.

**REQUEST FOR PRODUCTION NO. 36:**

All guidelines available to Jim Moratto at the time of the LOSS to assist him to apply the exclusion in the POLICY which provides: ""(9) seepage or leakage of water, steam, or sewage that occurs or develops over a period of time: (a) and is:

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(i) continuous; (ii) repeating; (iii) gradual; (iv) intermittent; (v) slow; or (vi) trickling; and (b) from a: (i) heating, air conditioning, or automatic fire protective sprinkler system; (ii) household appliance; or (iii) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings, or floors.”

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 36:**

State Farm objects to this request on the grounds that it is overly broad in scope (types of claims and insurance coverage), time (not limited by the period of time when this claim was handled), and geographic area (not limited to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits. State Farm objects to the extent this request purports to seek information subject to the attorney-client privilege or work product doctrine. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving the aforementioned objections, State Farm will produce the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order. For information reflecting the application of claims procedures to Plaintiffs’ claim, see the Claim File for the claim at issue in this litigation. “Claim File” has a distinct meaning to State Farm based upon the portion of its Operation Guide that



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1 provides instructions on what to retrieve from ECS to generate a Claim File for  
2 production outside the ECS environment. State Farm has produced its Claim File  
3 for the subject claim (Bates numbers Tong CF 001-244) in reasonably usable  
4 format as it does in the ordinary course of business pursuant to its Operation  
5 Guide. State Farm is withholding information protected by the attorney client  
6 privilege and/or that is work product. State Farm is producing the non-privileged  
7 documents described above and withholding other potentially responsive  
8 documents based on the stated objections.

9 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 36:**

10 Subject to and without waiving the aforementioned objections and as agreed  
11 to by the parties and memorialized in the Magistrate's December 20, 2024, Order,  
12 State Farm produced the relevant non-confidential and/or non-trade secret sections  
13 of the Operation Guide applicable and in effect during the relevant timeframe  
14 along with -- subject to the protective order entered in this case -- the relevant  
15 confidential and/or trade secret sections of the Operation Guide applicable and in  
16 effect during the relevant time frame, the Standard Claim Processes and  
17 Jurisdictional References applicable and in effect on the date of loss and additional  
18 materials representative of resources available during the relevant timeframe  
19 subject to the protective order entered in this case. The documents produced  
20 subject to the protective order are identified as TONGW00000359PROD-  
21 TONGW00002036PROD.

22 **REQUEST FOR PRODUCTION NO. 37:**

23 All DOCUMENTS used in any formal training of Jim Moratto at any time to  
24 INVESTIGATE and ADJUST loss of use and/or additional living expense claims.

25 **ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 37:**

26 State Farm objects to this request as vague, ambiguous, and overly broad  
27 with respect to the use of the terms "All DOCUMENTS used in any formal  
28 training". State Farm further objects to this request on the grounds that it is overly

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broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. Subject to and without waiving said objections, and pursuant to a protective order, State Farm will produce training related to ALE that appear on the training transcript for Jim Moratto for the period of March 3, 2022 to March 19, 2024.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 37:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections stated in its original responses. Without waiving any objection, State Farm responds: as agreed to by the parties and memorialized in the Magistrate's December 20, 2024, Order, State Farm produces subject to the protective order entered in this case, documents regarding training that relate to loss of use and additional living expenses that appear on the training transcript for Jim Moratto and Gerald Acosta for the period March 3, 2022 to March 19, 2024. Collectively those documents are identified as



1 TONGW00002037PROD- TONGW00004012PROD. The documents related to  
2 training completed by Jim Moratto are identified in the documents produced  
3 subject to the protective order entered in this case as TONGW00000353PROD-  
4 TONGW00000358PROD.

5 **REQUEST FOR PRODUCTION NO. 38:**

6 All guidelines available to Jim Moratto at the time of the LOSS to assist him  
7 to INVESTIGATE and ADJUST loss of use and/or additional living expense  
8 claims.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 38:**

10 State Farm objects to this request on the grounds that it is overly broad in  
11 scope (types of claims and insurance coverage), time (not limited by the period of  
12 time when this claim was handled), and geographic area (not limited to California).  
13 This request is not reasonably tailored to include only matters relevant to the issues  
14 involved in this lawsuit and is potentially unduly burdensome; it seeks information  
15 that is neither relevant to the claims or defense of any party nor proportional to the  
16 issues in this case. State Farm's procedures are intended to provide guidance, but  
17 each claim is handled on its own merits. State Farm objects to the extent this  
18 request purports to seek information subject to the attorney-client privilege or work  
19 product doctrine. Finally, State Farm objects to this request to the extent it seeks  
20 confidential, proprietary business information and/or trade secrets. Plaintiffs have  
21 not established that such information is necessary to a fair adjudication of this case.

22 Subject to and without waiving the aforementioned objections, State Farm  
23 will produce the relevant non-confidential and/or non-trade secret sections of the  
24 Operation Guide applicable and in effect during the relevant timeframe along with  
25 the Standard Claim Processes and Jurisdictional References applicable and in  
26 effect on the date of loss and additional materials representative of resources  
27 available during the relevant timeframe. State Farm will produce the relevant  
28 confidential and/or trade secret sections upon execution of the protective order.

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For information reflecting the application of claims procedures to Plaintiffs' claim, see the Claim File for the claim at issue in this litigation. "Claim File" has a distinct meaning to State Farm based upon the portion of its Operation Guide that provides instructions on what to retrieve from ECS to generate a Claim File for production outside the ECS environment. State Farm has produced its Claim File for the subject claim (Bates numbers Tong CF 001-244) in reasonably usable format as it does in the ordinary course of business pursuant to its Operation Guide. State Farm is withholding information protected by the attorney client privilege and/or that is work product. State Farm is producing the non-privileged documents described above and withholding other potentially responsive documents based on the stated objections.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 38:**

Subject to and without waiving the aforementioned objections and as agreed to by the parties and memorialized in the Magistrate's December 20, 2024, Order, State Farm produced the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with -- subject to the protective order entered in this case -- the relevant confidential and/or trade secret sections of the Operation Guide applicable and in effect during the relevant time frame, the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe subject to the protective order entered in this case. The documents produced subject to the protective order are identified as TONGW00000359PROD-TONGW00002036PROD.

**REQUEST FOR PRODUCTION NO. 39:**

YOUR PERFORMANCE REVIEW of Jim Moratto including but not limited to any internal disciplinary actions or threatened internal disciplinary actions, from January 1, 2023, to the date of production.

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**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 39:**

State Farm objects to this request on the grounds that it is overbroad in scope (not limited in terms of scope of employment or assignment; not limited to materials pertinent to the specific insurance claims and/or coverages at issue in this litigation) and time (not limited to a reasonable period of time). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. This type of inquiry goes beyond what is needed to address the claims and defenses at issue; it is not likely to assist in the resolution of this this case, and therefore any burden to State Farm would be disproportionate to the scope of the matter. State Farm further objects to this request because it unduly invades the privacy of its employees and is broad enough to potentially implicate information that is confidential, proprietary business information. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 39:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections stated in its original responses. Without waiving any objection, State Farm responds: State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections s in its original responses. Without waiving any objection, State Farm responds: State Farm produces subject to the protective order entered in this case documents identified as TONGW00004019PROD-TONGW00004020PROD.

**REQUEST FOR PRODUCTION NO. 40:**

DOCUMENTS describing YOUR metrics used to assess or measure job performance of Jim Moratto from January 1, 2023, to the date of production.

**ORIGIANAL RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

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State Farm objects to this request as vague and ambiguous as stated, specifically with respect to the use of the terms “DOCUMENTS describing” and “metrics used to assess or measure job performance” Further, this request is also overbroad in scope (not limited to the employees who actually handled the subject claim) and time (not limited to a reasonable period of time). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm further objects to this request to the extent it calls for confidential, proprietary business information. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections stated in its original responses. Without waiving any objection, State Farm responds: State Farm is still gathering documents responsive to the Request and will produce the same once the documents are available for production.

**REQUEST FOR PRODUCTION NO. 41:**

DOCUMENTS describing goals set for the job performance for first-party homeowners’ property claims supervisors or managers such as Jim Moratto from January 1, 2020, to the date of production.

**ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 41:**

State Farm objects to this request as vague and ambiguous as stated, specifically with respect to the use of the terms “ DOCUMENTS describing goals”, “job performance”, and “first-party homeowners’ property claims supervisors or managers” Further, this request is also overbroad in scope (not limited to the employees who actually handled the subject claim) and time (not limited to a reasonable period of time). This request is not reasonably tailored to

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1 include only matters relevant to the issues involved in this lawsuit and is  
2 potentially unduly burdensome; it seeks information that is neither relevant to the  
3 claims or defense of any party nor proportional to the issues in this case. State  
4 Farm further objects to this request to the extent it calls for confidential,  
5 proprietary business information. Plaintiffs have not established that such  
6 information is necessary to a fair adjudication of this case.

7 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 41:**

8 State Farm incorporates and restates all Objections to Definitions,  
9 Objections to Instructions, and all other general and specific objections stated in its  
10 original responses. Without waiving any objection, State Farm responds: State  
11 Farm is still gathering documents responsive to the Request and will produce the  
12 same once the documents are available for production.

13 **REQUEST FOR PRODUCTION NO. 42:**

14 DOCUMENTS describing specific goals set for Jim Moratto from January 1,  
15 2023, to the date of production.

16 **ORIGINAL RESPONSE TO REQUEST FOR PRODUCTION NO. 42:**

17 State Farm objects to this request as vague and ambiguous as stated,  
18 specifically with respect to the use of the terms “DOCUMENTS describing  
19 specific goals” Further, this request is also overbroad in scope (not limited to the  
20 employees who actually handled the subject claim) and time (not limited to a  
21 reasonable period of time). This request is not reasonably tailored to include only  
22 matters relevant to the issues involved in this lawsuit and is potentially unduly  
23 burdensome; it seeks information that is neither relevant to the claims or defense of  
24 any party nor proportional to the issues in this case. State Farm further objects to  
25 this request to the extent it calls for confidential, proprietary business  
26 information. Plaintiffs have not established that such information is necessary to a  
27 fair adjudication of this case.

28 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 42:**

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1 State Farm incorporates and restates all Objections to Definitions,  
2 Objections to Instructions, and all other general and specific objections stated in its  
3 original responses. Without waiving any objection, State Farm responds: State  
4 Farm is still gathering documents responsive to the Request and will produce the  
5 same once the documents are available for production.

6 **REQUEST FOR PRODUCTION NO. 44:**

7 DOCUMENTS containing any template of form, whether stored in hard  
8 digital form, for use by property claim adjusters or supervisors to use in drafting  
9 water loss claim denials on the basis of any policy exclusion.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 44:**

11 State Farm objects to this request on the grounds that it is overly broad in  
12 scope (types of claims and insurance coverage), time (not limited by the period of  
13 time when this claim was handled), and geographic area (not limited to California).  
14 This request is not reasonably tailored to include only matters relevant to the issues  
15 involved in this lawsuit and is potentially unduly burdensome; it seeks information  
16 that is neither relevant to the claims or defense of any party nor proportional to the  
17 issues in this case. State Farm's procedures are intended to provide guidance, but  
18 each claim is handled on its own merits. State Farm objects to the extent this  
19 request purports to seek information subject to the attorney-client privilege or work  
20 product doctrine. Finally, State Farm objects to this request to the extent it seeks  
21 confidential, proprietary business information and/or trade secrets. Plaintiffs have  
22 not established that such information is necessary to a fair adjudication of this case.

23 Subject to and without waiving the aforementioned objections, State Farm  
24 will produce the relevant non-confidential and/or non-trade secret sections of the  
25 Operation Guide applicable and in effect during the relevant timeframe along with  
26 the Standard Claim Processes and Jurisdictional References applicable and in  
27 effect on the date of loss and additional materials representative of resources  
28



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1 available during the relevant timeframe. State Farm will produce the relevant  
2 confidential and/or trade secret sections upon execution of the protective order.

3 For information reflecting the application of claims procedures to Plaintiffs'  
4 claim, see the Claim File for the claim at issue in this litigation. "Claim File" has a  
5 distinct meaning to State Farm based upon the portion of its Operation Guide that  
6 provides instructions on what to retrieve from ECS to generate a Claim File for  
7 production outside the ECS environment. State Farm has produced its Claim File  
8 for the subject claim (Bates numbers Tong CF 001-244) in reasonably usable  
9 format as it does in the ordinary course of business pursuant to its Operation  
10 Guide. State Farm is withholding information protected by the attorney client  
11 privilege and/or that is work product. State Farm is producing the non-privileged  
12 documents described above and withholding other potentially responsive  
13 documents based on the stated objections.

14 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 44:**

15 State Farm incorporates and restates all Objections to Definitions,  
16 Objections to Instructions, and all other general and specific objections stated in its  
17 original responses. Without waiving any objection, State Farm responds: State  
18 Farm is still gathering documents responsive to the Request and will produce the  
19 same once the documents are available for production.

20  
21 DATED: February 21, 2025 PACIFIC LAW PARTNERS, LLP

22 By: /s/MATTHEW F. BATEZEL  
23 MATTHEW F. BATEZEL  
24 DANIEL T. BALMAT  
25 Attorneys for Defendant  
26 STATE FARM GENERAL INSURANCE  
27 COMPANY  
28

*Tong, et al. v. State Farm*  
USDC Case No. 2:24-cv-02219-DSF-MAR

[illegible]

On February 21, 2024, I served a true copy of the foregoing document described as **DEFENDANT STATE FARM GENERAL INSURANCE COMPANY'S AMENDED RESPONSES TO PLAINTIFFS' REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE** on all interested parties in this action by placing true copies thereof enclosed in a sealed envelope with postage thereon fully prepaid addressed as follows:

**[XX] BY ELECTRONIC SERVICE:** I caused the above-entitled document to be sent to the listed individual(s) above via electronic mail.

**XX** I certify and declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.



**EXHIBIT B**

**EXHIBIT B**

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Attorneys for Defendant

STATE FARM GENERAL INSURANCE COMPANY

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WILLIAM TONG; and MALINEE  
DIBBAYAWAN,

Plaintiffs,

vs.

STATE FARM GENERAL  
INSURANCE COMPANY; and DOES  
1 to 10,

Defendant.

) Case No.: 2:24-cv-02219-DSF

)

)

)

) **DEFENDANT STATE FARM**

) **GENERAL INSURANCE**

) **COMPANY'S AMENDED**

) **RESPONSES TO PLAINTIFFS'**

) **REQUESTS FOR PRODUCTION,**

) **SET FOUR**

)

)

)

) Complaint filed: March 19, 2024

PROPOUNDING PARTY: Plaintiffs, WILLIAM TONG and MALINEE

DIBBAYAWAN

RESPONDING PARTY: Defendant, STATE FARM GENERAL

INSURANCE COMPANY

SET NUMBER: FOUR (4)

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## **PRELIMINARY STATEMENT**

Insofar as they are relevant and do not call for duplicative or privileged information, and subject to the stated objections, State Farm provides these responses to these Request for Production to the best of its ability. Discovery in this matter has not yet been completed. The responses are based upon information that is currently in the possession of State Farm. The responses are offered without prejudice to State Farm's right to offer additional information that is subsequently discovered.

## **OBJECTIONS TO INSTRUCTIONS**

**If your response to a particular demand is a statement that you lack the ability to comply with that demand, you must affirm in your response that a diligent search and a reasonable inquiry has been made in an effort to comply with that demand. This statement shall also specify whether the inability to comply is because the particular item or category never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer, in your possession, custody or control, in which case the name and address of any person or entity known or believed by you to have possession, custody or control of that document or category of documents should be identified. (F.R.C.P. 34(b).)**

State Farm restates and incorporates its objection to Plaintiffs' definition of "DOCUMENT" or "DOCUMENTS" and applies the same to Plaintiffs' Instruction regarding "item[s]" or "category[ies]" that have "never existed", been "destroyed", "lost", "misplaced", "stolen", or which have "never been" or "[are] no longer" in State Farm's possession, custody or control.

In addition, State Farm objects to Plaintiffs' Instruction insofar as it seeks details regarding "item[s]" or "category[ies]" that have "never existed", been "destroyed", "lost", "misplaced", "stolen", or which have "never been" or "[are] no longer" in State Farm's possession, custody or control on the grounds that it is overly broad, unduly burdensome, and purports to impose obligations greater than those set forth in Fed. R. Civ. P. 26(b)(1) and 34. State Farm objects to the

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discovery propounded by Plaintiffs to the extent it purports to call for forensic investigation into computing devices or systems to determine or locate information indicating or evidencing ESI that was deleted or that is no longer accessible as active data on that device or system as not reasonably tailored to elicit discovery relevant to the claims and defenses of any party, unduly burdensome, and beyond the scope of permissible discovery. State Farm further objects that ESI and/or documents that were deleted or no longer exist are not reasonably accessible and discovery about the same would require extraordinary efforts that are not proportional to the scope of the matter. Fed. R. Civ. P. 26(b)(2).

Furthermore, State Farm objects on the grounds that Plaintiffs' Instruction is not limited in time or scope and State Farm had no duty to preserve relevant information prior to the time this litigation was reasonably anticipated.

**If your response to a particular demand is an objection, you must set forth in your response the extent of, and the specific ground for, the objection. In your response, you must also identify with particularity any document responsive to the particular demand that is being withheld from production based upon a claim of privilege or other protection and state the particular privilege or protection being invoked. (F.R.C.P. 34(b).) To identify with particularity documents withheld from production, you should provide, for each document withheld, the following information if known or available to you:**

- 1. Title or subject matter of document;**
- 2. The date composed or date appearing on the document;**
- 3. Author and Addressee;**
- 4. Number of Pages;**
- 5. Identify of all persons or entities who saw or received a copy of such document, including the job titles of each such person;**
- 6. The present location of the item;**
- 7. The identity of the person or persons who have custody, control, or possession thereof.**
- 8. The nature of the privilege claimed; and**
- 9. Each fact upon which you base your claim of privilege.**

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1 State Farm objects to Plaintiffs' Instruction insofar as it directs State Farm to  
2 undertake efforts that exceed the requirements of Fed. R. Civ. P. 26(b)(5). State  
3 Farm will withhold privileged and/or protected material or information and  
4 describe the same in accordance with the Federal Rules of Civil Procedure and  
5 substantive law.

6 **This request requires the production of documents as they are kept**  
7 **in the usual course of business or organized and labeled to**  
8 **correspond with the particular demands set forth below. If you**  
9 **choose the former method, the documents are to be produced in the**  
10 **boxes, file folders, bindings or other containers in which the**  
11 **documents are found. The titles, labels, or other descriptions on the**  
12 **boxes, file folders, bindings or other containers are to be left intact.**

13 State Farm objects to Plaintiffs' Instruction regarding production of "boxes,  
14 file folders, bindings or other containers" in which documents are found on the  
15 grounds that such terminology is vague and ambiguous, particularly with respect to  
16 ESI, and the information sought is not relevant to the resolution of the claims and  
17 defenses in this case. There are multiple ways that ESI may be held, stored, or  
18 used together, such as on a personal or shared hard drive, in a container file, or in a  
19 database, and State Farm cannot reasonably catalogue and describe the information  
20 regarding any myriad of ways ESI may be held, stored, or used together without  
21 undue burden. Fed. R. Civ. P. 26(b)(2).

22 State Farm further objects to Plaintiffs' Instruction to the extent it implies  
23 State Farm has an obligation to produce documents or information in more than  
24 one form or in a manner that is different than the reasonably usable forms in which  
25 State Farm agrees to produce. State Farm objects to the extent that Plaintiffs seek  
26 production of ESI from sources that are not reasonably accessible, such discovery  
27 would require undue burden or expense. FRCP 26(b)(2)(B).

28 **Electronic media should be produced in its native format (e.g.,**  
**Word documents and Excel spreadsheets produced with .doc and**  
**.xls extensions and email produced in .pst files if Outlook is the**  
**email client).**

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1 State Farm restates and incorporates its objection to Plaintiffs' definition of  
2 "DOCUMENT" or "DOCUMENTS" below and applies the same to Plaintiffs'  
3 Instruction to produce "Electronic media" in its "native format".

4 In addition, State Farm objects to Plaintiffs' Instruction regarding production  
5 of "Electronic media" in its "native format" to the extent it purports to seek  
6 production of ESI in "native format" both because it contradicts Plaintiffs'  
7 definition of the term "DOCUMENT" or "DOCUMENTS" below and because it  
8 exceeds the parameters of the Federal Rules of Civil Procedure. Pursuant to Fed.  
9 R. Civ. P. 34(b)(2)I(ii), State Farm may produce discoverable ESI in reasonably  
10 usable formats. Production of ESI in "native format" would be disproportionate to  
11 the needs of this case considering the value of the case and the importance of the  
12 discovery at issue and would be unduly burdensome to the extent such format is  
13 not reasonably accessible to State Farm in the ordinary course of its business. Fed.  
14 R. Civ. P. 26(b)(2). In addition, State Farm frequently creates ESI in one format  
15 and, in the ordinary course of its business, stores it in another format in its system  
16 of record. State Farm further objects that it does not need to produce ESI in more  
17 than one form, and that the production of "Electronic media" in "native format"  
18 would be cumulative and duplicative of the alternative reasonably usable formats  
19 proffered. Fed. R. Civ. P. 34(b)(2)(E)(iii); 26(b)(2).

20 To the extent any responsive documents or ESI are produced, State Farm  
21 will produce reasonably accessible, relevant, non-privileged information in  
22 reasonably usable formats. Documents that contain redactions will be produced in  
23 static image format.

24 **These requests for production include the original media and all**  
25 **copies that differ from the original in any respect, such as notations**  
26 **made on the copy. These requests are also intended to include all**  
27 **media of any nature that are now or have at any time been within**  
28 **your care, custody or control. If a document or media is no longer**  
**in your care, custody or control, identify its disposition.**

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State Farm objects to Plaintiffs’ Instruction to produce “copies” on the grounds that copies are not universally relevant to the claims and defenses of a case and are likely to be cumulative or duplicative. Fed. R. Civ. P. 26. To the extent that “copies” are not business records stored in a central repository in State Farm’s ordinary course of business, the collection and production of “copies” would not be proportional to the needs of the case. Fed. R. Civ. P. 26.

In addition, State Farm objects to Plaintiffs’ Instruction insofar as it seeks details regarding “document[s] or media” that “is no longer in [State Farm’s] care, custody or control” on the grounds that it is overly broad, unduly burdensome, and purports to impose obligations greater than those set forth in Fed. R. Civ. P. 26(b)(1) and 34. State Farm objects to the discovery propounded by Plaintiffs to the extent it purports to call for forensic investigation into computing devices or systems to determine or locate information indicating or evidencing ESI that was deleted or that is no longer accessible as active data on that device or system as not reasonably tailored to elicit discovery relevant to the claims and defenses of any party, unduly burdensome, and beyond the scope of permissible discovery. State Farm further objects that ESI and/or documents that were deleted or no longer exist are not reasonably accessible and discovery about the same would require extraordinary efforts that are not proportional to the scope of the matter. Fed. R. Civ. P. 26(b)(2).

Furthermore, State Farm objects on the grounds that Plaintiffs’ Instruction is not limited in time or scope and State Farm had no duty to preserve relevant information prior to the time this litigation was reasonably anticipated.

### **DEFINITIONS**

**A. “YOU” or “YOUR” means the defendant in this lawsuit and any related entity that has possession and/or control of the DOCUMENTS described requested or items which are sought to be inspected, including but not limited to the defendant’s agents, officers, directors, ADJUSTERS**



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**independent contractors, and/or others acting on YOUR behalf.**

State Farm objects to the terms “YOU” or “YOUR” because as defined, the terms are overbroad and over-inclusive, such that they render any category or request that includes the terms vague, ambiguous, overbroad, and potentially in violation of the attorney-client privilege and/or attorney work product doctrine. State Farm shall construe the terms “YOU” or “YOUR” to mean State Farm in and of itself as an entity only.

In addition, State Farm objects to Plaintiffs’ definition insofar as it purports to impose obligations that exceed those set forth in Fed. R. Civ. P. 34(a). State Farm is only obligated to produce discoverable “DOCUMENTS” within its possession, custody, or control.

State Farm also objects to Plaintiffs’ definition to the extent it may seek “DOCUMENTS” within the possession, custody, or control of State Farm’s attorneys as this may require the production or disclosure of information protected from discovery by the attorney-client privilege, work product doctrine, or other privileges recognized by law.

**B. “DOCUMENT” or “DOCUMENTS” means the same as “writing” as defined in Section 250 of the California Evidence code, and any other tangible thing in the custody, possession or control or known to the responding party, whether printed, recorded, reproduced by any process, or written or produced by hand. “DOCUMENT” and “DOCUMENTS” include but are not limited to the following which are in YOUR possession, custody, or control: electronic communications of any kind, including chats, instant messages, texts, and voicemails, videos, Power Point or similar presentations, cloud or intra-net presentations, word processing documents, spreadsheets, and databases (including draft versions), database entries, Internet usage files, Internet browser-created files including cookies and caches, activity logs, calendars,**

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1 telephone logs, contact manager information, network access  
2 information.

3 **“DOCUMENT” and “DOCUMENTS” include those to be found**  
4 **on, archived in, or deleted from the following: any on-site or off-**  
5 **site electronic data storage systems or data structures, including**  
6 **but not limited to databases, networks, computer systems, legacy**  
7 **systems (hardware and software), servers, mainframes, network**  
8 **servers, cloud-based servers and backup servers or systems,**  
9 **archives, backup or disaster recovery systems or facilities, tapes,**  
10 **discs, DVDs, CDRoms, drives, portable or removable drives,**  
11 **cartridges and other storage media, laptops, personal computers,**  
12 **internet data, personal digital assistants, handheld wireless devices,**  
13 **mobile telephones, smart phones, tablet computers, paging devices,**  
14 **and audio systems (including voicemail).**

15 **Requests for “DOCUMENTS” is intended to include all**  
16 **“COMMUNICATIONS” and “ESI”.**

17 State Farm objects to Plaintiffs’ definition of “DOCUMENT” or  
18 “DOCUMENTS” on the grounds that it is overly broad and disproportionate to the  
19 needs of the case. State Farm further object to the definition to the extent it implies  
20 State Farm has an obligation to provide discovery from sources that are not  
21 reasonably accessible. Electronically stored information (“ESI”) is frequently  
22 duplicated and disbursed in the ordinary course of business and discovery  
23 regarding all identical copies of ESI would be cumulative and duplicative without  
24 any benefit to the adjudication of this action. Fed. R. Civ. P. 26(b)(2).

25 State Farm also object to the extent this definition seeks discovery regarding  
26 ESI that is ephemeral in nature, such as temporary computer files, log/history files,  
27 or file fragments, as preservation of, and discovery about, such things is not  
28 proportional to the needs of the case. State Farm objects to Plaintiffs’ definition as  
overly broad, disproportionate to the needs of the case, and beyond the scope of  
permissible discovery to the extent Plaintiffs purport to include system information  
not created by State Farm’s users, such as caches, cookies, or logs, or otherwise  
seek to require State Farm to record and/or provide discovery regarding records

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1 and information that are not ordinarily captured and/or are overwritten in the  
2 ordinary course of operating State Farm's computing systems. Fed. R. Civ. P.  
3 26(b)(1).

4 State Farm objects to the inclusion of "DOCUMENTS" which are in the  
5 "possession, custody, or control" of "any third-party vendors" in Plaintiffs'  
6 definition of "DOCUMENT" or "DOCUMENTS" insofar as it purports to impose  
7 obligations that exceed those set forth in Fed. R. Civ. P. 34(a). State Farm is only  
8 obligated to produce discoverable "DOCUMENTS" within its possession, custody,  
9 or control.

10 State Farm also objects to Plaintiffs' definition to the extent it may include  
11 "DOCUMENTS" within the possession, custody, or control of State Farm's  
12 attorneys as production of "DOCUMENTS" within the possession, custody, or  
13 control of State Farm's attorneys would require the production or disclosure of  
14 information protected from discovery by the attorney-client privilege, work  
15 product doctrine, or other privileges recognized by law.

16 State Farm objects to the inclusion of "draft[s]" in Plaintiffs' definition of  
17 "DOCUMENT" or "DOCUMENTS" on the grounds that drafts are not universally  
18 relevant to the claims and defenses of a case and are likely to be cumulative or  
19 duplicative. To the extent that a draft is not a business record stored in a central  
20 repository in State Farm's ordinary course of business, discovery regarding  
21 "draft[s]" would not be proportional to the needs of the case. Fed. R. Civ. P.  
22 26(b)(1).

23 State Farm objects to the inclusion of "chats", "instant messages", and  
24 "texts" in Plaintiffs' definition of "DOCUMENT" or "DOCUMENTS" on the  
25 grounds that it would be disproportionate to the needs of the case to provide  
26 discovery regarding instant messages and/or text/SMS messages that are not  
27 captured by State Farm in its ordinary course of business. Fed. R. Civ. P. 26(b)(2).  
28

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1 State Farm objects to the inclusion of “databases (including draft versions)”,  
2 “database entries”, “Internet usage files”, “Internet browser-created files including  
3 cookies and caches”, “activity logs”, and “network access information” in  
4 Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS” to the extent that  
5 Plaintiffs purport to seek information regarding State Farm technical systems and  
6 processes that are not relevant to the claims and defenses in this matter. State Farm  
7 further objects that production of a database would require production of vast  
8 amounts of irrelevant information regarding other claims, would likely result in  
9 improper alteration of relevant data, and would require production of privileged  
10 information that could not be redacted. In addition, State Farm objects that the  
11 resources that would be required to produce databases are significant and would  
12 not be proportional under Fed. R. Civ. P. 26. State Farm also objects on the  
13 grounds that databases may be proprietary to State Farm’s business operations  
14 and/or may be confidential and trade secret information that need not be disclosed  
15 in order to obtain the fair adjudication of this case.

16 State Farm objects to Plaintiffs’ definition insofar as it seeks details  
17 regarding “DOCUMENTS” that have been “deleted” on the grounds that it is  
18 overly broad, unduly burdensome, and purports to impose obligations greater than  
19 those set forth in Fed. R. Civ. P. 26(b)(1) and 34. State Farm objects to the  
20 discovery propounded by Plaintiffs to the extent it purports to call for forensic  
21 investigation into computing devices or systems to determine or locate information  
22 indicating or evidencing ESI that was deleted or that is no longer accessible as  
23 active data on that device or system as not reasonably tailored to elicit discovery  
24 relevant to the claims and defenses of any party, unduly burdensome, and beyond  
25 the scope of permissible discovery. State Farm further objects that ESI and/or  
26 documents that were deleted or no longer exist are not reasonably accessible and  
27 discovery about the same would require extraordinary efforts that are not  
28 proportional to the scope of the matter. Fed. R. Civ. P. 26(b)(2).

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1 Furthermore, State Farm objects on the grounds that Plaintiffs’ definition is  
2 not limited in time or scope and State Farm had no duty to preserve relevant  
3 information prior to the time this litigation was reasonably anticipated.

4 State Farm objects to the inclusion of “DOCUMENTS. . . found on,  
5 archived in, or deleted from. . . on-site or off-site electronic data storage”, “systems  
6 or data structures”, “legacy systems (hardware and software)”, “servers”,  
7 “mainframes”, “network servers”, “cloud-based servers”, “backup servers or  
8 systems”, “archives”, or “backup or disaster recovery systems or facilities” in  
9 Plaintiffs’ definition to the extent that Plaintiffs seek discovery regarding ESI from  
10 sources that are not reasonably accessible, as it would require unreasonable efforts  
11 that are not proportional in light of the claims at issue, the value of the case, or the  
12 importance of the discovery at issue. Fed. R. Civ. P. 26(b)(1). State Farm also  
13 objects to the inclusion of information located on such systems in Plaintiffs’  
14 definition of “DOCUMENT” or “DOCUMENTS” on the grounds that data on  
15 backup media is likely to be duplicative and/or can be discovered from other  
16 sources that are more convenient, less burdensome, and less expensive. Fed. R.  
17 Civ. P. 26(b)(2) There is no “routine right of direct access to a party’s electronic  
18 information system[s]” and there has been no showing in this case sufficient to  
19 overcome this presumption. Fed. R. Civ. P. 34 (Advisory Committee Notes).

20 In addition, State Farm objects to the inclusion of “tapes”, “discs”, “DVDs”,  
21 “CDROMs”, “drives”, “portable or removable drives”, “cartridges”, and “other  
22 storage media”, “laptops”, “personal computers”, “internet data”, “personal digital  
23 assistants”, “handheld wireless devices”, “mobile telephones”, “smart phones”,  
24 “tablet computers”, “paging devices”, and “audio systems (including voicemail)”  
25 in Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS” because such  
26 things are not “DOCUMENTS” but rather media on which “DOCUMENTS” and  
27 ESI are stored. State Farm further objects to the extent this definition purports to  
28 seek direct access to State Farm’s electronic storage media. There is no “routine

1 right of direct access to a party's electronic information system[s]” and there has  
2 been no showing in this case sufficient to overcome this presumption. Fed. R. Civ.  
3 P. 34 (Advisory Committee Notes).

4 Finally, State Farm objects to the definition of “DOCUMENT” or  
5 “DOCUMENTS” to the extent it would require the disclosure of information  
6 protected from discovery by the attorney-client privilege, work product doctrine, or  
7 other privileges recognized by law.

8 Notwithstanding these objections, to the extent any responsive documents or  
9 ESI are produced, State Farm will produce reasonably accessible, relevant, non-  
10 privileged information in reasonably usable formats. Documents that contain  
11 redactions will be produced in static image format.

12 **C. “ESI” shall be construed in the broadest sense possible given**  
13 **the definition under California Code of Civil Procedure**  
14 **§2016.020(d) and (e), and shall include, but not be limited to:**

- 15 **a. All electronic mail and information about electronic**  
16 **mail sent or received by YOU;**  
17 **b. All databases containing any reference and/or**  
18 **information;**  
19 **c. All activity logs on any computer system which may**  
20 **have been used to process or store electronic data**  
21 **containing information;**  
22 **d. All word processing files and file fragments, including**  
23 **metadata, containing information;**  
24 **e. All electronic data files and file fragments created by**  
25 **application programs that process financial,**  
26 **accounting and billing information;**  
27 **f. All electronic data files and file fragments from**  
28 **electronic calendars and scheduling programs that**  
**contain information about the above-listed subjects**  
**g. All electronic data files and file fragments from**  
**electronic calendars and scheduling programs that**  
**contain information about the above-listed subjects;**  
**and**  
**h. All electronic or automated insurance systems or**  
**software.**



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State Farm objects to Plaintiffs’ definition of “ESI” on the grounds that it is overly broad and unduly burdensome. State Farm further objects to the definition to the extent it implies State Farm has an obligation to provide discovery from sources that are not reasonably accessible. ESI is frequently duplicated and disbursed in the ordinary course of business and discovery regarding all identical copies of ESI would be cumulative, duplicative, and impose unnecessary burdens without any benefit to the adjudication of this action. Fed. R. Civ. P. 26(b)(2).

State Farm also objects to the extent this definition seeks discovery regarding ESI that is ephemeral in nature, such as temporary “data files”, “file fragments”, computer files, or log/history files as preservation of, and discovery about, such things is not proportional to the needs of the case. State Farm objects to Plaintiffs’ definition as overly broad, unduly burdensome, and beyond the scope of permissible discovery to the extent Plaintiffs purport to include system information not created by State Farm users, such as caches, cookies, or logs, or otherwise seek to require State Farm to record and/or provide discovery regarding records and information that are not ordinarily captured and/or are overwritten in the ordinary course of operating State Farm’s computing systems. Fed. R. Civ. P. 26(b)(1), 34.

State Farm objects to the inclusion of “metadata” Plaintiffs’ definition of “ESI” on the grounds that “metadata” can refer to any number of types of information, so the definition is overbroad, vague and ambiguous as to what specific information it seeks. State Farm further objects on the grounds that metadata is not relevant to the specific claims and defenses of any party, nor is discovery regarding metadata proportional to the needs of the case, and therefore the inclusion of “metadata” in Plaintiffs’ definition is beyond the scope of permissible discovery. Fed. R. Civ. P. 26. In particular, the information pertinent to the claims and defenses in this case can be found in the text of discoverable



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1 “documents” and is not generally found in metadata. State Farm objects that  
2 discovery regarding metadata is not necessary to assure the fair and efficient  
3 adjudication of the claims and defenses in this matter.

4 Finally, State Farm objects to the definition of “ESI” to the extent it would  
5 require the disclosure of information protected from discovery by the attorney-  
6 client privilege, work product doctrine, or other privileges recognized by law.

7 Notwithstanding these objections, to the extent any responsive documents or  
8 ESI are produced, State Farm will produce reasonably accessible, relevant, non-  
9 privileged information in reasonably usable formats. Documents that contain  
10 redactions will be produced in static image format.

11  
12 **D. “COMMUNICATION” means any and all transmission of**  
13 **information from one person or entity to another, including**  
14 **(without limitation) by personal meeting, conference,**  
15 **conversation, telephone, radio, telegraph, electronic mail,**  
16 **teleconference, or any other method of communication or by**  
**any medium.**

17 State Farm restates and incorporates in full by reference its objection to  
18 Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS” and applies the same  
19 to Plaintiffs’ definition of “COMMUNICATION”.

20 In addition, State Farm objects to the inclusion of oral exchanges, including  
21 “personal meeting[s]”, “conference[s]”, and “conversation[s]” in Plaintiffs’  
22 definition of “COMMUNICATION” on the grounds that Fed. R. Civ. P. 34 does  
23 not require State Farm to produce “COMMUNICATION[S]” that do not already  
24 exist on a medium from which information can be obtained.

25 **L. “BELOW THE SURFACE OF THE GROUND**  
26 **EXCLUSION” means any provision in a property policy**  
27 **issued by YOU insuring any building in California after**  
28 **2015, which provision excludes coverage for property**  
**damage caused by water, and uses the phrase “below the**  
**surface of the ground”.**

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1  
2 State Farm objects to this definition to the extent it purports to include  
3 information beyond the specific policy at issue in this litigation on the ground that  
4 it is overly broad in scope and time. State Farm objects to this definition on the  
5 grounds that is not reasonably tailored to include only matters relevant to the issues  
6 involved in this lawsuit and is potentially unduly burdensome and seeks  
7 information and/or documentation that is neither relevant to the claims or defenses  
8 of any party nor proportional to the needs of the case. The subject insurance  
9 contract/policy speaks for itself.

10  
11 **M. “CONTINUOUS OR REPEATED SEEPAGE**  
12 **EXCLUSION” means any provision in a property policy**  
13 **issued by YOU insuring any building in California after**  
14 **2015, which provision excludes coverage for property**  
15 **damage caused by water, and uses the phrase “seepage or**  
16 **leakage”.**

17 State Farm objects to this definition to the extent it purports to include  
18 information beyond the specific policy at issue in this litigation on the ground that  
19 it is overly broad in scope and time. State Farm objects to this definition on the  
20 grounds that is not reasonably tailored to include only matters relevant to the issues  
21 involved in this lawsuit and is potentially unduly burdensome and seeks  
22 information and/or documentation that is neither relevant to the claims or defenses  
23 of any party nor proportional to the needs of the case. The subject insurance  
24 contract/policy speaks for itself.

25 **O. “TRAINING OR GUIDELINES” means any written or**  
26 **digital means by which YOU provide information to YOUR**  
27 **ADJUSTERS regarding how to INVESTIGATE and/or**  
28 **ADJUST first party water loss claims in California.**

**“TRAINING OR GUIDELINES” includes, but is not limited**  
**to, DOCUMENTS in the following formats or resource types,**  
**or which are referred to YOU and/or YOUR ADJUSTERS**

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as follows: Electronic Claim System or ECS, State Farm Net or SF Net, State Farm University, Operation Guides, Jurisdictional Resource, Video on Demand, Job Aids, Refreshers, Workday, FAQs, Quality First Contact Guide, Estimating Topics, FAQs, SF Net, Xactimate, ITTEL, Scenarios Courses, Jurisdictional Resources, Standard Claims Practices or SCP, Workflow, Scenarios, Claim Scenarios, 360 Claim Scenarios, Coverage Investigation, Dashboard, Quality Claims Handling Expectations, Quality Claims Handling Experience, Quality Claims Handling Standards, Coverage Model, Coverage Analysis, Skills Review, In Role Skills Review, Skills Review Answer Keys, Skills Testing, Resources, Discussion Resources, Core Property Claims, Dollar One, ECHP, Basics, Coverage Analysis, Support Guide, Claim Experience, Claim Experience Video Collaboration, Reference Guide, Water Plan, Water Forum, Water Initiative, Focus or Fire Focus.

State Farm objects to the terms “TRAINING OR GUIDELINES” as vague, ambiguous, overbroad and disproportionate to the needs of the case. Among other things, it purports to include materials not reasonably characterized as training or guidelines. For example, it includes “Xactimate”, which is a tool accessible to State Farm claims personnel; it is neither “training” nor a “guideline”. Further, the definition is not limited to the type of claim or issues involved in this matter, including but not limited to the following: “Quality Claims Handling Experience, Quality Claims Handling Standards, Coverage Model, Coverage Analysis, Skills Review, In Role Skills Review, Skills Review Answer Keys, Skills Testing, Resources, Discussion Resources, Core Property Claims, Dollar One, ECHP, Basics, Coverage Analysis, Support Guide, Claim Experience, Claim Experience Video Collaboration, Reference Guide”.

**P. “POLICIES/PROCEDURES” means, without limitation, any and all policies, procedures, manuals, TRAINING OR GUIDELINES, bulletins, operation manuals, and other written materials.**

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1  
2 State Farm objects to the terms “POLICIES/PROCEDURES” as vague,  
3 ambiguous, overbroad and disproportionate to the needs of the case.

4 **Q. “WATER INITIATIVE” is used herein as YOU described it**  
5 **in YOUR Further Responses to Special Interrogatories in the**  
6 **case of *Jacobs et al. v. State Farm*, 22STCV23445, Los Angeles**  
7 **Superior Court, “one or more efforts in California beginning**  
8 **in or around 2017 to help ensure consistency in the handling**  
9 **of water claims in California. Claims handling personnel**  
10 **were provided training that focused on reinforcing existing**  
11 **principles relating to proper investigation and**  
12 **documentation of water loss claims. Topics included the**  
13 **quality first contact, gathering the facts of loss, plumbing**  
14 **issues, additional investigation, determining coverage,**  
15 **estimates, and damage evaluation. In 2020, the settlement**  
16 **authority of claims handlers on water loss claims was**  
17 **temporarily reduced. During that period, team managers**  
18 **reviewed claims specialists’ water loss claims for**  
19 **conformance with quality claim handling expectations.”**

20 **“WATER INITIATIVE” additionally includes YOUR**  
21 **“efforts” described in YOUR Response to Request for**  
22 **Production 74, p.12:5-17, in the matter. *Savas v. State Farm***  
23 ***General Insurance Company*, Los Angeles Superior Court,**  
24 **No. 21STCV0286**

25 State Farm objects to the term “WATER INITIATIVE” as vague,  
26 ambiguous, and not reasonably calculated to lead to the discovery of admissible  
27 evidence in this case. State Farm further objects to Definition Q on the grounds  
28 that it disputes Plaintiffs’ adoption of a term to which State Farm specifically  
objected to Special Interrogatory Nos. 27 and 28 in *Jacobs et al. v. State Farm*,  
22STCV23445, including in its Further Response to that Interrogatory. State Farm  
further objects to this definition in that it is overly broad in time and scope to the  
extent it attempts to define as relevant and responsive materials related to efforts  
that allegedly occurred four years prior to Plaintiffs’ date of loss on March 3, 2024,  
and as such have absolutely no bearing on Plaintiffs’ claim. State Farm further

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1 states that its responses to Further Responses to Special Interrogatory Nos. 27 and  
2 28 in the aforementioned *Jacobs* matter speak for themselves as to their source and  
3 content.

4 In addition, State Farm objects to Definition Q to the extent that it attempts  
5 to define as relevant and responsive materials related to efforts that allegedly  
6 occurred years prior to Plaintiffs' date of loss on March 3, 2024 that were produced  
7 in *Savas v. State Farm General Insurance Company*, Los Angeles Superior Court,  
8 No. 21STCV0286, and as such have absolutely no bearing on Plaintiffs' claim.  
9 State Farm further states that its response to Request for Production No. 74 in the  
10 aforementioned *Savas* matter speaks for itself as to its source and content.

11 **R. "FIRE CLAIMS DEPARTMENT" means the department,**  
12 **group, or entity, YOU described in YOUR Response to**  
13 **Request for Production 74, p.11:23-25, in the matter *Savas v.***  
14 ***State Farm General Insurance Company*, Los Angeles**  
15 **Superior Court, No. 21STCV0286.**

16 State Farm objects to Definition R to the extent that it purports to imply that  
17 information that was contained in State Farm's response to Request for Production  
18 No. 74 in the aforementioned *Savas* matter are relevant, responsive, or proportional  
19 to the needs of Plaintiffs' claim, given that the response describes efforts that took  
20 place years prior to Plaintiffs' date of loss on March 3, 2024. State Farm further  
21 states that its response to Request for Production No. 74 in the aforementioned  
22 *Savas* matter speaks for itself as to its source and content.

23 **If you claim that any document otherwise required to be produced**  
24 **by this request for production of documents is privileged, for each**  
25 **such document provide the following information.**

- 26 **a. The document's title and general subject matter;**  
27 **b. The date of the document;**  
28 **c. The author of the document;**  
**d. The person for whom the document was prepared or to**  
**whom it was sent, including all persons who received copies**  
**of the document;**

- e. The nature of the privilege claimed; and
- f. Each fact upon which you base your claim of privilege.

State Farm objects to Plaintiffs' definition insofar as it directs State Farm to undertake efforts that exceed the requirements of Fed. R. Civ. P. 26(b)(5). State Farm will withhold privileged and/or protected material or information and describe the same in accordance with the Federal Rules of Civil Procedure and substantive law.

**AMENDED RESPONSES TO REQUESTS FOR PRODUCTION  
OF DOCUMENTS, SET FOUR**

**REQUEST FOR PRODUCTION NO. 92:**

**YOUR TRAINING of YOUR ADJUSTERS regarding how to apply the  
BELOW THE SURFACE OF THE GROUND EXCLUSION.**

**RESPONSE TO REQUEST FOR PRODUCTION NO. 92:**

State Farm incorporates its objections to the definition of the phrase "BELOW THE SURFACE OF THE GROUND EXCLUSION" as if fully set forth herein. State Farm objects to this request as vague, ambiguous, and overly broad. State Farm further objects to this request on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which



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1 pertain only to other areas of the country, are neither material nor relevant to the  
2 matters at issue in this case. Finally, State Farm objects to this request to the extent  
3 it seeks confidential, proprietary business information and/or trade secrets.  
4 Plaintiffs have not established that such information is necessary to a fair  
5 adjudication of this case.

6 Subject to and without waiving same, and pursuant to and following the  
7 entry of a protective order, State Farm will produce materials related to the  
8 handling of water loss claims that are reflected on Gerald Acosta and Jim  
9 Moratto's training transcripts for the period of March 3, 2022 to March 19, 2024.

10 **AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 92:**

11 State Farm incorporates and restates all Objections to Definitions,  
12 Objections to Instructions, and all other general and specific objections s in its  
13 original responses. Without waiving any objection, State Farm responds: as agreed  
14 to by the parties and memorialized in the Magistrate's December 20, 2024, Order,  
15 State Farm produces subject to the protective order entered in this case, documents  
16 regarding training that appears on the training transcript for Jim Moratto and  
17 Gerald Acosta for the period March 3, 2022 to March 19, 2024. Collectively those  
18 documents are identified as TONGW00002037PROD- TONGW00004012PROD.

19 The documents related to training completed by Jim Moratto are identified in the  
20 documents produced subject to the protective order entered in this case as  
21 TONGW00000353PROD-TONGW00000358PROD. In addition to documents  
22 previously produced, State Farm has produced subject to the protective order  
23 entered in this case all responsive documents identified as  
24 TONGW00000359PROD-TONGW00002036PROD.

25 **REQUEST FOR PRODUCTION NO. 93:**

26 YOUR TRAINING of YOUR ADJUSTERS regarding how to apply the  
27 CONTINUOUS OR REPEATED SEEPAGE EXCLUSION.

28 **RESPONSE TO REQUEST FOR PRODUCTION NO. 93:**



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State Farm incorporates its objections to the definition of the phrase “CONTINUOUS OR REPEATED SEEPAGE EXCLUSION” as if fully set forth herein. State Farm objects to this request as vague, ambiguous, and overly broad. State Farm further objects to this request on the grounds that it is overly broad in scope (not limited to materials applicable to the specific insurance claims and/or coverages at issue in this litigation; not limited to materials pertinent to the claims personnel who adjusted the subject claim), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to California). This request is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm’s procedures are intended to provide guidance, but each claim is handled on its own merits. Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. Finally, State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving same, and pursuant and following the entry of a protective order, State Farm will produce materials related to the handling of water loss claims that are reflected on Gerald Acosta and Jim Moratto’s training transcripts for the period of March 3, 2022 to March 19, 2024, to the extent available and applicable.

**AMENDED RESPONSE TO REQUEST FOR PRODUCTION NO. 93:**

State Farm incorporates and restates all Objections to Definitions, Objections to Instructions, and all other general and specific objections s in its

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original responses. Without waiving any objection, State Farm responds: as agreed to by the parties and memorialized in the Magistrate's December 20, 2024, Order, State Farm produces subject to the protective order entered in this case, documents regarding training that appears on the training transcript for Jim Moratto and Gerald Acosta for the period March 3, 2022 to March 19, 2024. Collectively those documents are identified as TONGW00002037PROD- TONGW00004012PROD. The documents related to training completed by Jim Moratto are identified in the documents produced subject to the protective order entered in this case as TONGW00000353PROD-TONGW00000358PROD. In addition to documents previously produced, State Farm has produced subject to the protective order entered in this case all responsive documents identified as TONGW00000359PROD-TONGW00002036PROD.

DATED: February 21, 2025      PACIFIC LAW PARTNERS, LLP

By: /s/MATTHEW F. BATEZEL  
MATTHEW F. BATEZEL  
DANIEL T. BALMAT  
Attorneys for Defendant  
STATE FARM GENERAL INSURANCE  
COMPANY

*Tong, et al. v. State Farm*  
USDC Case No. 2:24-cv-02219-DSF-MAR

[illegible]

On February 21, 2024, I served a true copy of the foregoing document described as **DEFENDANT STATE FARM GENERAL INSURANCE COMPANY'S AMENDED RESPONSES TO PLAINTIFFS' REQUESTS FOR PRODUCTION, SET FOUR** on all interested parties in this action by placing true copies thereof enclosed in a sealed envelope with postage thereon fully prepaid addressed as follows:

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Attorneys for Plaintiffs  
WILLIAM TONG and  
MALINEE DIBBAYAWAN

**[XX] BY ELECTRONIC SERVICE:** I caused the above-entitled document to be sent to the listed individual(s) above via electronic mail.

Executed on February 21, 2024, at Irvine, California.

**XX** I certify and declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

/s/LINDA AVALOS  
LINDA AVALOS